GMUF account 010659
9/29/08 Pledge of $1.5M recorded.
Cash rec'd of $750k has not been recorded yet because payer was not group that signed gift agreement.

George Mason University Foundation, Inc.

9/30/08 Per Jack, the new Islamic Studies faculty position will be 100% funded w/ Provost / central funds as Central Budget Office will manage this endowment and eminent scholar fund.

GIFT AGREEMENT ESTABLISHING AN

ENDOWED [redacted] CHAIR IN ISLAMIC STUDIES (with FOCUS on ISLAM and GLOBAL CIVILIZATION)

PARTIES

This Agreement is by and between [redacted] hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish an Endowed [redacted] Chair in Islamic Studies (with focus on Islam and Globalization), hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide support for an Endowed Chair (the "Chair") within the College of Humanities and Social Sciences. The designated holder of the chair will have an excellent publication record and will be an internationally recognized specialist in his or her area of study. Attachment #1 provides further detail on the chair.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and September 30, 2010 totaling $1,500,000. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified below to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $1,500,000 pledge according to the following payment schedule:

Payment 1	$750,000	on or before	September 30, 2008
Payment 2	$375,000	on or before	September 30, 2009
Payment 3	$375,000	on or before	September 30, 2010

3. The DONOR does not intend to satisfy this pledge with recommended payments from a donor advised fund or a private foundation.

4. The original contribution and all other subsequent contributions by the DONOR or others to the FUND shall be invested in a true endowment with only the income to be used as described herein. The FUND is established to attract or retain an eminent scholar with the intent to qualify for matching funds from the Virginia Eminent Scholars program.

5. (a) The selection of the Endowed Chair will be led by the Dean of College of Humanities and Social Sciences at the UNIVERSITY. Designee/s of the DONOR will participate as member/s of the search committee in 3:2 ratio (three UNIVERSITY representatives to two Designee representatives).

 (b) The final decision for the appointment of the Endowed Chair in Islam and Global Civilization will rest with the Board of Visitors of the UNIVERSITY, the President of the UNIVERSITY and the Dean of the College of Humanities and Social Sciences of the UNIVERSITY.

6. Holders of the Chair will be selected in accordance with the established policies of George Mason University for the appointment of faculty chairs or professorships with the approval of the Provost of the University.

7. The income from the FUND shall be used solely to further the objective as stated above.

8. The FUND shall be invested and income shall be treated and expended in accordance with the established policies of the FOUNDATION. The income from the FUND in each year, for all purposes under this Agreement, shall be a percentage of a market value average of the assets of the FUND, such percentage and the length and timing of such market value average to be determined annually by the Board of Trustees of the FOUNDATION under the standards set forth in the Virginia Uniform Management of Institutional Funds Act, Virginia Code section 55-268.6, as amended, or the corresponding provisions of any subsequent Virginia law. Endowments are currently charged a fee of 1.75 percent annually on the market value average, which market value average is calculated in the manner determined annually by the Board of Trustees of the FOUNDATION, of the assets of the FUND. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

9. Should gifts to the FUND fail to meet the UNIVERSITY's required minimum for establishment of an endowed chair fund by the end of the pledge period, the FOUNDATION Board of Trustees, upon recommendation by the UNIVERSITY President and the DONOR, shall determine a use for the funds, and any income accumulated thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

10. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR, its successors or assigns, shall determine the objective(s) for the FUND and the use of any accumulated income thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

11. This Agreement shall be binding upon the DONOR, its successors or assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

12. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

13. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

14. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 18 day of Sept, 2008.

Witness:

[redacted]

[redacted]

By: Jack R. Censer
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By:
Peter N. Stearns
Provost, George Mason University

By: Maurice W Scherrens
Maurice W. Scherrens
Senior Vice President, George Mason University

By:
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Chief Financial Officer, George Mason University Foundation, Inc.

Copies:

- Provost, George Mason University
- Dean, College of Humanities and Social Sciences, George Mason University

Attachment 1

GIFT AGREEMENT ESTABLISHING AN
ENDOWED CHAIR IN ISLAM and GLOBAL CIVILIZATION

Description of [redacted] Endowed Chair in Islamic Studies

In recognition of the growing importance of Islam and the Muslim world, and acknowledging the increased need for accurate, objective knowledge and scholarship in this area, George Mason University proposes to establish, in partnership with private donors, an Endowed [redacted] Chair in Islamic Studies (with focus on Islam and Global Civilization) through the recruitment of a leading senior scholar in the field. This figure will have an excellent publication record and will be an internationally known specialist in his or her area of research and teaching. The donors will be represented on the search committee, and the broad thematic rubric under which the position will be established is 'Islam, Globalization, and World Civilization.' This chair will be housed within an appropriate academic unit of the University's College of Humanities and Social Sciences (CHSS), and will be expected, in collaboration with Mason's existing faculty in the field of Islamic Studies to work towards the development of a full, multidisciplinary academic program (encompassing teaching, research, and public outreach) in line with the following vision:

(1) Where many programs in Islamic Studies tend to focus on the Middle East and the Arab world, Mason will pursue **a global approach to the study of Islam**. Without neglecting the vital contributions of the Middle East to Islam, teaching and research at the university under the leadership of the proposed chair will actively seek to include perspectives from all corners of the Muslim world, including South, Southeast and Central Asia, Africa, and Muslim communities in Europe and North America.

(2) An emphasis on **Islam as a lived religious tradition** will be a defining characteristic of Mason's approach. Where some programs have treated Islam almost exclusively as a textual tradition, Mason's program will seek to elucidate the ways in which Muslims and non-Muslims in a variety of socio-cultural settings have engaged with and interpreted Islam throughout history. The goal is not to de-emphasize the importance of the textual tradition in Islam, but rather to more thoroughly contextualize it.

(3) Mason's program in Islamic Studies will focus on developing an understanding of **Islam's role in the development of world civilization and global culture** in fields such as philosophy, literature, and the sciences, and the dynamics surrounding the Muslim world's interactions, exchange, and dialogue with other world cultures.

(4) Given the strong Muslim representation within Mason's student body and the surrounding community, efforts will be made over time to develop specialized programs and collections that focus on relevant themes such as **the contributions of Western-based Muslim intellectuals and the specific issues and concerns facing Muslim minorities**. George Mason University's Islamic Studies program will foster collaborative relationships with other relevant research centers including the International Institute of Islamic Thought through scholarly exchanges, joint conferences and other academic activities.

[redacted] **ENDOWED PROFESSORSHIP**
STATEMENT OF AGREEMENT

This Agreement is made and entered into this 24th day of April, 1995, by and between [redacted] (hereinafter the "Donor") and THE GEORGE MASON UNIVERSITY FOUNDATION, INC. (hereinafter the "Foundation"), which sets forth the agreement of the parties regarding the establishment and use of the [redacted] Endowed Professorship in Public Accounting at George Mason University, for the accounting program at George Mason University.

In consideration of the mutual covenants herein, it is hereby agreed as follows:

1. Establishment of Endowed Professorship: The Foundation does hereby establish, and the Donor does hereby agree to endow, in accordance with the terms and conditions herein, an endowed professorship, to be known as "the [redacted] Endowed Professorship in Public Accounting at George Mason University" (hereinafter also "the Endowed Professorship"). The Endowed Professorship is established as a true endowment, to be held in perpetuity with only the income being distributed for the purpose herein set out.

2. Use of Earnings:

a. The annual earnings of the endowment shall be used to attract and retain eminent scholars in the field of accounting with the intent of qualifying for matching funds from the Virginia Eminent Scholar Program.

b. Receipt of matching funds from the Virginia Eminent Scholar Program shall not be a condition for the Endowed Professorship. If such matching funds are not obtained, then the Endowed Professorship shall operate for the relevant period with such funds as are otherwise available. If the Virginia Eminent Scholar Program should someday no longer be available, it is then the intent of the parties to qualify for any similar program then available.

3. Activities of Professorship: The professor(s) participating in the Endowed Professorship shall, (A) from time to time, participate in the activities of the [redacted] including presenting technical subjects at occasional pre-meeting forums, and (B) serve as a liaison between the academic community and the accounting profession in Northern Virginia.

4. Funding:

a. The Donor will add additional funds to the endowment from time to time with the intent of reaching a goal of $100,000.00. It is understood that reaching $100,000.00 is an aspirational goal, and not a legal obligation of the Donor; provided, however, that if the goal of $100,000.00 is not reached by the date ten (10) years from the date of this Agreement, the Endowed Professorship may be converted into an endowed scholarship as described in Paragraph 5 below.

b. Except to the extent otherwise provided in this Agreement, the endowed fund will be maintained and managed by the Foundation in accordance with its generally applicable endowment policy. Each year, the Foundation will give an accounting to the Donor, specifying the fund balances, the sources and uses of cash, and the investments of the fund. All income of the endowed fund will be used solely for the purpose of the Endowed Professorship or the Endowed Scholarship described in this Agreement.

5. Endowed Scholarship:

a. In the event that the goal of $100,000.00 is not reached during the time specified, then the Foundation may, but shall not be required to, after consultation with the Donor, convert the endowment to an endowed scholarship fund for the accounting program at George Mason University, to be known as "the [redacted] Endowed Scholarship in Public Accounting at George Mason University" (hereinafter also "the Endowed Scholarship").

b. If the endowment is converted to the Endowed Scholarship, then income generated from the endowment shall be used for student financial assistance under the Virginia Graduate and Undergraduate Assistance Program for the accounting program at George Mason University. All scholarships awarded from the Endowed Scholarship shall be awarded solely based upon the criteria established from time to time by the Donor. In such case, the principal of the fund shall be maintained in perpetuity with only the annual earnings (and matching funds, if any) to provide scholarship support. The fund shall be administered and used with the intent of qualifying for any available matching funds from the Commonwealth of Virginia.

6. Other Provisions:

a. The Foundation will use its best efforts to ensure that the Donor shall have a seat on the Accounting Advisory Council.

b. This Agreement shall be interpreted and administered in accordance with the laws of the Commonwealth of Virginia.

c. If any provision of this Agreement shall be deemed illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the terms or provisions within this Agreement.

d. The persons signing this Agreement on behalf of their respective organizations are signing in their official capacity only, and not in their personal capacity, and they shall not be personally liable hereon. This Agreement is binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first set forth above.

[redacted]

By: [redacted] (SEAL)

THE GEORGE MASON UNIVERSITY FOUNDATION, INC.

By: _____ (SEAL)

H:\WPDATA\CLIENT\99\99998\[redacted].PRO

GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on March 31, 2016 (the "Effective Date"), between **George Mason University Foundation, Inc.**, a Virginia nonprofit corporation (the "Foundation"), **George Mason University** (the "University"), an instrumentality of the Commonwealth of Virginia, and an anonymous donor, a United States citizen, whose lawyer and agent for the purposes of this Agreement is [redacted] of the law firm [redacted] (the anonymous donor and [redacted] are collectively referred to as the "Donor"), for the benefit of the George Mason University School of Law (the "School"). The term of this Agreement shall begin on the Effective Date and shall continue in perpetuity (the "Term"), unless earlier terminated pursuant to the terms and conditions of this Agreement. The Foundation, the University, and the Donor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. **Promoting Academic Freedom.** The Donor's grant is intended to help promote an environment at the University and the School where ideas can be exchanged freely and useful knowledge will benefit the well-being of individuals and society. Thus, the Parties agree that the academic freedom of the University, the School, and their faculty, students, and staff is critical to the success of the School's research, scholarship, teaching, and service.

2. **The School.** The Donor desires to support the School to advance the School's and University's educational missions as follows:

a. The School's Mission and Dean. As stated in the Law School's grant proposal, which is hereby incorporated into and made part of this Agreement, and attached as Attachment A (the "Proposal"), the University has informed the Donor, and the Donor is relying on such representation, that the School's mission is to become a national leader in legal education by applying tools of economics and other social sciences to the study of legal doctrine, process, and institutions, (the "School's Mission"). Dr. Henry N. Butler, who was selected by the University, is currently the dean of the School (the "Dean"). The Parties believe the Dean is a critical part of advancing the School's Mission; therefore, if the individual holding the Dean position changes, the University shall immediately notify the Donor.

b. The Scholarships. To support the School's Mission, the University desires to create a merit-based scholarship program to attract approximately 57 students per academic year through the School's 2020-21 academic year (the "Scholarships"), so that the School awards 285 Scholarships in aggregate. The School shall award the Scholarships based on criteria created by the School and approved by the Dean as more fully described in the Proposal. The University deems the funds from the Scholarships to be tuition received by the University.

3. **The University's Commitment to and Support for the School.**

a. Generally. The School shall provide funding for at least ten years from the Effective Date for twelve new Faculty positions, additional Staff positions, and support for the Center for the Study of the Administrative State and the Center for Liberty & Law, as more fully described in the Proposal (collectively referred to as the "School Support"). The University shall use its best efforts to ensure at all times that qualified individuals hold the Faculty positions and Staff positions and that the Faculty positions and Staff positions do not become vacant for any significant period of time and that if they become vacant, they are refilled. The School has the sole and absolute discretion to determine and carry out all selection, research, scholarship, teaching, and service at the School.

b. Funding for the School Support. The University shall use its normal funding for the School along with the funds raised for the Scholarships, including the Contributed Amount (as defined in Section 4), which the University deems to be tuition, to provide the School Support.

4. **The Donor's Support for the Scholarships.** Subject to the terms of this Agreement, the Donor agrees to contribute funds to the Foundation to support the Scholarships, which the University deems as tuition that provides funding for the School Support (all or part of such funds are referred to as the "Contributed Amount[s]"). The maximum aggregate Contributed Amount under this Agreement is $20,000,000.

5. **Foundation Grant Request; Proposed Grant Award Process and Schedule.**

a. The Foundation Grant Request. The Foundation shall submit an annual written proposal according to the schedule below to the Donor for the Donor's consideration (the "Foundation Grant Request") and an accounting of the expenditure of any Contributed Amount previously received. If the Donor approves the Foundation Grant Request, the Donor shall make a contribution up to the amount listed in the below schedule to the Foundation, and the Foundation agrees to accept such Contributed Amount on behalf of the University as stated in the below schedule. If the Donor, in its sole and absolute discretion, does not approve the Foundation Grant Request, the Donor is under no obligation to contribute any funds to the Foundation or the University.

b. Foundation Grant Request and Proposed Grant Award Schedule

Foundation Grant Request Date	Donor Response and Proposed Contribution Date	Contributed Amount
On or about May 1, 2016	On or about July 1, 2016	Up to $4,000,000
March 1, 2017	On or about May 1, 2017	Up to $4,000,000
March 1, 2018	On or about May 1, 2018	Up to $4,000,000
March 1, 2019	On or about May 1, 2019	Up to $4,000,000
March 1, 2020	On or about May 1, 2020	Up to $4,000,000

c. The Fund. The Foundation shall place all of the Contributed Amount in a segregated and restricted fund on its books and records called the "Scalia Legacy Fund for the George Mason University School of Law" (the "Fund"). The Fund shall be used solely to support the Scholarships as stated in this Agreement.

d. Contingent Funding. The Donor's support under this Agreement is expressly contingent upon the Foundation and the University collectively raising $10,000,000 from other donors to provide funding for the Scholarships (the "Additional Donor Support"), which, pursuant to Section 3.b., the University deems to be tuition to provide the School Support. Therefore, the Donor shall not provide any of the Contributed Amount or be obligated to fulfill any other obligation until the Foundation and the University collectively receive the Additional Donor Support and provide the Donor with notice of receipt of the Additional Donor Support.

6. **Contributed Amount Used Solely for Educational Purposes for the Scholarships.**

a. Tax Status. According to IRS records, the Foundation is an organization described within the meaning of Internal Revenue Code (the "Code") sections 501(c)(3) and 509(a)(1). The University has furnished the Donor with records showing that it is an organization described in Code section 170(c)(1) or 511(a)(2)(B). The Foundation and the University agree to immediately notify the Donor if their respective tax statuses change.

b. Educational Purpose. The Contributed Amount will be expended solely for the Scholarships, which is: (i) a public purpose described in Code section 170(c)(1); and (ii) an educational purpose described in Code section 170(c)(2)(B). The Contributed Amount will not be used to influence legislation as described in Code section 170(c)(2)(B), to influence the outcome of any election, for a political campaign or intervention, to carry on any voter registration drive, or any other purpose that would jeopardize the Donor's tax treatment of the Contributed Amount as a charitable contribution.

c. The Scholarships. The Foundation and the University shall use all Contributed Amounts solely to support the Scholarships as stated in this Agreement and shall return to the Donor any Contributed Amount not expended for the Scholarships.

7. Third Party Beneficiaries.

a. [redacted] The Parties agree that [redacted] is a third party beneficiary of this Agreement. [redacted] and the Donor have previously agreed that the Donor has given [redacted] the right to enforce all of the Donor's rights in this Agreement, including the right to enforce the naming recognition described in Section 8. The Foundation and the University are not directly or indirectly entitled to the benefit of any waivers, indemnities, releases, or other provisions contained in any agreement between the Donor and [redacted].

b. The Antonin Scalia Estate. The Parties agree that the Estate of Antonin Scalia (the "Estate"), as represented by its executor, and, upon its termination, any of its successors or assigns, are third party beneficiaries of this Agreement. During the lifetimes of the grandchildren of Justice Scalia who were age sixteen (16) or older at the time of his death, the Donor has given the Estate, and, upon its termination, any of its successors or assigns, the right to direct the University to stop use of the "School Name" (defined below) if, in their good faith opinion, the School has changed such that its continued use of the name would reflect unfavorably upon the reputation or legacy of the Justice. The School is to receive notice of this decision in accordance with Section 9(k), along with an opportunity to respond within sixty (60) days of such notice; provided, however, that the Estate and its successors and assigns retain sole discretion to determine whether to stop use of the School Name pursuant to this Section 7(b). Use of the School Name will be discontinued within two years of receiving notice pursuant to Section 9(k) from the Estate or its successors or assigns. If the Estate or its successors or assigns exercise the right to direct the University to stop use of the School Name, the Donor has the right, in its sole and absolute discretion, to terminate this Agreement.

8. School Name.

a. Naming Recognition. In recognition of the Donor's desire to honor United States Supreme Court Justice Antonin Scalia, the University shall rename the School so that its official name is "The Antonin Scalia School of Law at George Mason University" (the "School Name"). In informal oral or written communication the School Name may be shortened to "The Scalia School of Law," "The Scalia Law School," "Scalia Law," or similar formations. The School Name shall be prominently displayed at or about all means of ingress/egress to the facility where the School is housed, and shall be printed, embossed, or otherwise included, at University expense, on all letterhead, envelopes, business cards, news or press releases, announcements and other printed materials relating to the School or events occurring at the School. The University shall use its best efforts to cause third parties that, with the authorization or cooperation of the University, refer to the School in formal communication (including, by way of example and not limitation, speaking engagements, program materials, publications, videos, and internet communications), to incorporate the full and complete School Name in all such references to the School. The University agrees that it shall convert to the School Name by no later than July 1, 2016.

b. State Council of Higher Education for Virginia Approval of the School Name. This Agreement is contingent upon the approval of the State Council of Higher Education for Virginia of both the School Name and the de-naming provisions of Section 7(b).

c. Similar Academic Programs. The School Name shall be linked to any academic units the University creates in furtherance of the School's Mission, including any branches, affiliates, satellites, or other

locations worldwide. Accordingly, the University hereby states that any academic unit with a material focus similar to the School's Mission must solely be known as, and conducted under the auspices of, the School Name.

d. Publicity. The Foundation and the University shall allow [redacted] to review and approve the text of any proposed publicity about the conversion to the School Name, which includes or mentions the Donor or the amount to be contributed pursuant to this Agreement.

e. The Donor's Rights. If the Donor, in its sole and absolute discretion, determines that the School or any academic unit bearing the School Name is no longer principally focused on the School's Mission, the Donor has the right to pursue any remedy available at law or equity, and has the right to terminate this Agreement. The Donor has the right to enforce the naming recognition described in this Section 8, in addition to the rights under Section 7(b) of the Antonin Scalia Estate and its successors and assigns. The Parties agree that irreparable damage may occur to the Donor in the event that the University breaches any of the terms of this Section 8. The Parties further agree that, in the event of any such breach, the Donor may seek specific performance of the terms of this Section 8, in addition to any other remedy available at law or equity.

9. General Provisions.

a. The Donor has the right in its sole and absolute discretion to terminate this Agreement or discontinue or withhold any Contributed Amount if: (i) the Foundation or the University has not fully complied with any provision set forth in this Agreement; (ii) the Foundation or the University are not providing the School Support as stated in the Proposal; or (iii) such action is necessary to comply with any law applicable to the Foundation, the University, or the Donor. Such termination shall be deemed effective upon the expiration of thirty (30) days from the date notice was provided by the Donor to the Foundation or the University. In the event of termination of the Agreement, the Foundation and the University each agree to return all unexpended Contributed Amounts to the Donor within fifteen (15) days of the Donor's request. The Foundation and the University each represent and warrant that they are not relying on the Donor's proposed funding under this Agreement to incur any obligation or take any action or inaction.

b. The Foundation and the University acknowledge that the Donor has requested anonymity in connection with or as a condition of donating the Contributed Amount. The Foundation and the University agree to keep confidential and not to disclose to any third party the existence of or contents of this Agreement without express written approval from the Donor, except as otherwise may be required by law, including but not limited to the Virginia Freedom of Information Act. If the Foundation is required to disclose the existence of or the content of this Agreement to any third party, the Foundation agrees to provide the Donor prompt written notice in advance of such disclosure. If a request is made of the University to disclose the existence of or the content of this Agreement, the University agrees to provide the Donor prompt written notice of such request.

c. The terms contained in this Agreement supersede all prior oral or written agreements and understandings between the Parties related to the matters contained in this Agreement and shall constitute the entire agreement between the Parties with respect to the matters contained in this Agreement.

d. In the event of a conflict between the provisions stated in the body of this Agreement and those stated in the Proposal, this Agreement shall control.

e. This Agreement shall not be modified or amended except by a writing duly executed by the Parties to this Agreement, provided, however, that any modification or amendment of Section 7(b) shall also be agreed to in writing by the Antonin Scalia Estate as represented by its Executor and, upon its termination, by its successors or assigns.

f. The provisions of this Agreement are deemed severable and should any part, term, or provision of this Agreement be construed by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, and provisions will not be affected thereby.

g. No delay or failure on any Party's part to enforce any right or claim which it may have hereunder shall constitute a waiver of such right or claim. Any waiver by any Party of any term, provision, or condition of this Agreement, or of any subsequent default under this Agreement in any one or more instances shall not be deemed to be a further or continuing waiver of such term, provision, or condition or of any subsequent default hereunder.

h. Other than the third party beneficiaries named in Section 7, this Agreement does not confer any rights or remedies upon any third party other than the Parties to this Agreement and their respective successors and permitted assigns.

i. This Agreement will be governed, interpreted and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of law provisions. The Parties agree that any action or proceeding filed relating to this Agreement will be commenced and maintained exclusively in the state courts located in Arlington County, Virginia, or the federal courts located in the Eastern District of Virginia. Each of the Parties hereby expressly consents to the exclusive personal jurisdiction of such courts for any such action or proceeding.

j. The Foundation and the University may not transfer or assign their respective interests in the Agreement or any amount to be contributed pursuant to this Agreement without the express written consent of the Donor. The Donor has the right to assign its rights in this Agreement to any third party for any reason.

k. All notices, approvals, or requests in connection with this Agreement shall be in writing and shall be deemed given when delivered personally by hand or one business day after the day sent by overnight courier (in each case with written confirmation of receipt or transmission, as the case may be) at the following address (or to such other address as a Party may have specified by notice to the other Party pursuant to this provision):

If to the Foundation:
George Mason University Foundation
Office of the President, MS 1A3
4400 University Drive
Fairfax, Virginia 22030

If to the University:
George Mason University
Office of the President, MS 3A1
4400 University Drive
Fairfax, Virginia 22030

If to the Donor:
[redacted]

If to the Donor, carbon copy to:
[redacted]

l. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement or direction. Copies of signatures (whether facsimile or other electronic transmission) to this Agreement shall be deemed to be originals and may be relied upon to the same extent as the originals.

[Signature Page Follows]

The Parties have hereby executed this Agreement as dated below, but agree that this Agreement is effective as of the Effective Date.

GEORGE MASON UNIVERSITY FOUNDATION, INC.

By: Janet Bingham

Name: Janet Bingham

Title: President

Date: 3-31-16

GEORGE MASON UNIVERSITY

By: Angel Cabrera

Name: Ángel Cabrera

Title: President

Date: 3.31.16

DONOR

By: [redacted]

Name: [redacted]

Title: [redacted]

Date: 3.31.2016

GEORGE MASON UNIVERSITY

Office of the Dean

School of Law
Hazel Hall
3301 Fairfax Drive, MS 1G3, Arlington, Virginia 22201
Phone: 703-993-8085; Fax: 703-993-8088

Attachment A

George Mason University School of Law Grant Proposal
Submitted by Dean Henry N. Butler

Strategic Mission of the School

George Mason University School of Law's mission is to become a national leader in legal education by applying tools of economics and other social sciences to the study of legal doctrine, process, and institutions, such as the rule of law as it relates to Constitutional structure. To accomplish its goals, the Law School intends to:

- Attract high quality students, and educate them rigorously, with emphasis on legal research and writing as well as employment success.
- Maintain high faculty standards that reflect the high ambitions of the School's instructional program.
- Retain focus on the study of Law & Economics, which is a recognizable and recognized brand and which furnishes the faculty with a common culture and frame of reference in which to structure the School's priorities.
- Develop additional related areas of concentration and intellectual leadership such as intellectual property, legal history, constitutional studies, administrative law, and the relationship between law and liberty.

Scholarships

The School proposes to spend grant funds to increase the quantity and quality of the student body over the next 5 years.

School Support

Faculty Positions

The School will increase its faculty roster to approximately 45 professors by hiring twelve new faculty members in order to support growth of the student body:

- Three senior-level law professors;
- Three associate-level law professors; and
- Six assistant-level law professors.

Staff Positions

The School will employ at least one senior media professional to market the School to top prospective students and to make the research of the School's professors and students better known both inside and outside of academia.

Center Support

The School will advance the mission of two new academic centers in cooperation with the School's Law & Economics Center.

- Center for the Study of the Administrative State
- Center for Liberty & Law

Academic Freedom of the School

In accordance with academic freedom, the School, in compliance with all applicable University policies and procedures, has the sole and absolute discretion to determine and carry out all selection, research, scholarship, teaching, and service at the School. The School controls the search, recruitment, and selection process for the Faculty positions and Staff positions, and will independently select individuals for the Faculty positions and Staff positions in accordance with the University's policies, which include approval of the Dean, who is currently Dr. Henry N. Butler, approval of the Provost, and approval of the President, for all hiring.

NON ENDOWED PROGRAM

GEORGE MASON UNIVERSITY
FOUNDATION

INTENT TO CONTRIBUTE
FOR THE
INSTITUTE FOR IMMIGRATION RESEARCH

PARTIES

This Agreement is by and between [redacted] hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be allocated to the Institute for Immigration Research Fund, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to produce academic-quality research related to important issues identified by the DONOR and others, and to disseminate that research to relevant state, regional and national policy-makers as well as media, teachers and the general public (the "Objective").

PROVISIONS

1. The DONOR intends to make gifts to the FOUNDATION between now and June 30, 2018 totaling $1,000,000. Should the DONOR wish to make additional contributions to support the Objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified below to accomplish the objective of the FUND.

2. The DONOR intends to make payments in satisfaction of this $1,000,000 pledge according to the following payment schedule:

Payment 1	$275,000 on or before December 31, 2015
Payment 2	$145,000 on or before June 30, 2016
Payment 3	$285,000 on or before June 30, 2017
Payment 4	$295,000 on or before June 30, 2018

3. The FUND shall be used solely to further the Objective as stated above.

4. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the

unrestricted general operating funds of the FOUNDATION.

5. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

6. If at some time in the future, the Objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in this original gift agreement.

7. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

8. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

9. The UNIVERSITY, the FOUNDATION and the DONOR each reserve the right to terminate its participation in the Institute for Immigration Research and their relationship and obligations to the other party for any reason upon notice from any party to the others. The giving of such notice will not allow the DONOR to reclaim any payment previously made, but it will relieve the DONOR of any obligation to make future payments. Any such notice shall be in writing delivered in hand, or by any trackable delivery service with no less than 30 days notice prior to the termination date to the UNIVERSITY and the FOUNDATION or the DONOR, as the case may be, at the following address:

If to the UNIVERSITY:

Attn: Deborah Boehm-Davis, Dean, College of Humanities and Social Sciences
George Mason University
4400 University Drive, MSN 3A3
Fairfax, VA 22030
Fax: 703-993-8714

If to the FOUNDATION:

Attn: Janet Bingham, President, George Mason University Foundation, Inc.
4400 University Drive, MSN 1A3
Fairfax, VA 22030
Fax: 703-993-8851

If to the DONOR:

[redacted]

The addresses for the giving of notices may be changed by notice.

[redacted]-INSTITUTE FOR IMMIGRATION RESEARCH

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained hereby have caused this Agreement to be duly executed this 5 day of May, 2016.

[redacted]
Donor

[redacted]
Donor

By:
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By:
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

George Mason University Foundation, Inc.

GIFT AGREEMENT ESTABLISHING THE
CENTER for GLOBAL ISLAMIC STUDIES

PARTIES

This Agreement is by and between [redacted] residing at [redacted], hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., Fairfax, Virginia, hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Center for Global Islamic Studies Fund, hereinafter called the FUND, and to reach the objective mentioned below, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Center for Global Islamic Studies, hereinafter called the CENTER. The mission of the CENTER is to become an exemplary program for Islamic Studies scholarship, community outreach and enrichment, and the source of future leaders of change in the 21st century who will investigate and analyze issues from a global perspective. It is the goal of the CENTER to become an active center in the area for teaching and research in Islamic Studies, with an emphasis on the need today to provide the surrounding community and broader public with a sound and nuanced understanding of the Islamic faith, its role in history and in current patterns of globalization. The activities of the CENTER will articulate the university's demonstrated commitment in recent years to building programs with a global focus and with the University's particular emphasis on the need for establishing strong relationships and greater mutual understanding between the peoples of the Muslim world and the United States, as manifest in the Islamic Studies minor and the new Middle East Studies program. The CENTER will also serve the knowledge needs of the American public and contribute to American policy making towards the Muslim world. As George Mason University is unusual in both the size of its Muslim student body and the large Muslim community that resides in Northern Virginia, the CENTER will provide opportunities to engage and build stronger ties with this community. The DONOR reserves the right to attach a name to the CENTER at a later date, which will remain in effect for the duration of this gift, provided that the UNIVERSITY approves that name.

Focus Areas of Research and Pedagogy

1. *The Islamic Tradition in the Modern World (especially Qur'an and interpretation)*
2. *History of Islam and Muslim Societies*
3. *Global Muslim Politics*
4. *Muslims in America*
5. *Turkish history and contemporary Turkey (Modern Turkey and Its Ottoman Past)*

PROVISIONS

1. The DONOR, intending to be legally bound, hereby pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 31, 2019 totaling $4,000,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $4,000,000 pledge according to the following payment schedule.

Payment 1	$100,000	on or before	January 1, 2010
Payment 2	$100,000	on or before	April 1, 2010
Payment 3	$100,000	on or before	July 1, 2010
Payment 4	$100,000	on or before	October 1, 2010
Payment 5	$100,000	on or before	January 1, 2011
Payment 6	$100,000	on or before	April 1, 2011
Payment 7	$100,000	on or before	July 1, 2011
Payment 8	$100,000	on or before	October 1, 2011
Payment 9	$100,000	on or before	January 1, 2012
Payment 10	$100,000	on or before	April 1, 2012
Payment 11	$100,000	on or before	July 1, 2012
Payment 12	$100,000	on or before	October 1, 2012
Payment 13	$100,000	on or before	January 1, 2013
Payment 14	$100,000	on or before	April 1, 2013
Payment 15	$100,000	on or before	July 1, 2013
Payment 16	$100,000	on or before	October 1, 2013
Payment 17	$100,000	on or before	January 1, 2014
Payment 18	$100,000	on or before	April 1, 2014
Payment 19	$100,000	on or before	July 1, 2014
Payment 20	$100,000	on or before	October 1, 2014
Payment 21	$100,000	on or before	January 1, 2015
Payment 22	$100,000	on or before	April 1, 2015
Payment 23	$100,000	on or before	July 1, 2015
Payment 24	$100,000	on or before	October 1, 2015
Payment 25	$100,000	on or before	January 1, 2016
Payment 26	$100,000	on or before	April 1, 2016
Payment 27	$100,000	on or before	July 1, 2016
Payment 28	$100,000	on or before	October 1, 2016
Payment 29	$100,000	on or before	January 1, 2017
Payment 30	$100,000	on or before	April 1, 2017
Payment 31	$100,000	on or before	July 1, 2017
Payment 32	$100,000	on or before	October 1, 2017
Payment 33	$100,000	on or before	January 1, 2018
Payment 34	$100,000	on or before	April 1, 2018
Payment 35	$100,000	on or before	July 1, 2018
Payment 36	$100,000	on or before	October 1, 2018
Payment 37	$100,000	on or before	January 1, 2019
Payment 38	$100,000	on or before	April 1, 2019
Payment 39	$100,000	on or before	July 1, 2019
Payment 40	$100,000	on or before	October 1, 2019

3. No interest or penalty shall be accrued due to any delay of the mentioned payments.

4. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

5. The FUND shall be used solely to further the objective as stated above.

6. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 3 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

7. This Agreement shall be binding upon the DONOR and on the UNIVERSITY and the FOUNDATION.

8. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

9. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement. Additionally, the DONOR reserves the right to terminate this agreement and funding with immediate effect under such circumstances.

10. The CENTER shall pass through a biennial review process. The review report shall be reviewed by a seven-member advisory board, which shall be selected as follows: two (2) members will be selected by the DONOR, two (2) members will be selected by the UNIVERSITY, and three (3) additional members will be selected jointly by the DONOR and the UNIVERSITY; these three additional members will be selected from outside of the UNIVERSITY and will be senior scholars in the field of Islamic studies. Continuation of funding will depend on these reviews and the affirmative review reports of the advisory board. In the event that the review report is not satisfactory and affirmative, the DONOR may terminate the Agreement and funding.

11. During the duration of this Agreement and funding, the UNIVERSITY is obliged to provide office space and other broader infrastructure support. An administrative assistant position will be funded from this grant. The DONOR reserves the right to terminate this Agreement and funding with immediate effect if the UNIVERSITY fails to fulfill its obligations stated in this article.

12. Whenever a new director of this CENTER is appointed by the UNIVERSITY, the advisory board will be thoroughly briefed and consulted and will have significant input on the search process prior to the appointment.

13. The DONOR shall not be liable for claims of any loss, damages or expenses whatsoever arising from the termination of this Agreement.

14. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

15. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 15TH day of SEPT., 2009.

[redacted]

Donor

By: _____
Peter N. Stearns
Provost, George Mason University

By: _____
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By: _____
Maurice W. Scherrens
Senior Vice President, George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Dean, College of Humanities and Social Sciences, George Mason University

Donor File

Memorandum of Understanding

1. This is a Memorandum of Understanding (hereinafter referred to as the "Memorandum") between [redacted] (hereinafter referred to as the "Donor") and George Mason University Foundation, Inc. (hereinafter referred to as the "Foundation"), George Mason University (hereinafter referred to as the "University") and the George Mason University School of Law (hereinafter referred to as the "School of Law.")

2. The Donor will recommend that the [redacted] make a grant from the [redacted] to the Foundation in the amount of $100,000.00 in July, 2006, with successive recommendations for identical grants of $100,000.00 in July of each following year through the year 2015 (final payment to be made in July of 2015). The aggregate amount of the recommended grants will be $1,000,000.00. This money will be made available to the School of Law for current use in the discretion of the Dean of the School of Law subject to the normal and reasonable operating policies of the University that govern the expenditure of monies by the School of Law.

3. The University will name the Atrium in John T. Hazel, Jr., Hall "[redacted] Atrium" as from July 1, 2006, and will erect appropriate signage indicating this designation.

4. The University will match the Donor's gift by permanently increasing the base budget of the School of Law as follows: *a $25,000.00 permanent base budget increase will be given by* the University to the School of Law on July 1, 2006; a second such $25,000.00 permanent increase will be given on July 1, 2007; a third such $25,000.00 permanent increase will be given on July 1, 2008; and a fourth such $25,000.00 permanent increase will be given on July 1, 2009, such that, as from July 1, 2009 and thereafter, the base budget of the School of Law shall have been permanently increased by $100,000.00.

5. The Donor intends and the University undertakes and promises that the monies made available to the School of Law pursuant to Paragraphs 2 and 4 hereof shall be considered as *in addition to* and not *in lieu of* monies and other resources that would otherwise be made available to the School of Law by the University in the normal administration of the University's budget.

6. This Memorandum shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

Contingent Pledge
per d/w. North Snyder
6/5/06

[redacted]

4/28/06
Date

Donor

5/05/06
Date

Peter Stearns, Provost
George Mason University

5/4/06
Date

Daniel D. Polsby, Dean
George Mason University School of Law

5/8/06
Date

Judith Marshall Jobbitt, President
George Mason University Foundation, Inc.

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GIFT AGREEMENT FOR THE [redacted] **CENTER for GLOBAL ISLAMIC STUDIES**

PARTIES

This Confidential Agreement is by and between [redacted] residing at [redacted] hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., Fairfax, Virginia, hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Center for Global Islamic Studies Fund, hereinafter called the FUND, and to reach the objective mentioned below, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the [redacted] Center for Global Islamic Studies, hereinafter called the CENTER. The mission of the CENTER is to become an exemplary program for Islamic Studies scholarship, community outreach and enrichment, and the source of future leaders of change in the 21st century who will investigate and analyze issues from a global perspective. It is the goal of the CENTER to become an active center in the area for teaching and research in Islamic Studies, with an emphasis on the need today to provide the surrounding community and broader public with a sound and nuanced understanding of the Islamic faith, its role in history and in current patterns of globalization. The activities of the CENTER will articulate the university's demonstrated commitment in recent years to building programs with a global focus and with the University's particular emphasis on the need for establishing strong relationships and greater mutual understanding between the peoples of the Muslim world and the United States, as manifest in the Islamic Studies minor and the new Middle East Studies program. The CENTER will also serve the knowledge needs of the American public and contribute to American policy making towards the Muslim world. As George Mason University is unusual in both the size of its Muslim student body and the large Muslim community that resides in Northern Virginia, the CENTER will provide opportunities to engage and build stronger ties with this community. The DONOR has already attached a name to the CENTER as The [redacted] Center for Global Islamic Studies, which will remain in effect for the duration of this gift.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

[redacted]

[redacted]

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:
 - [redacted]

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby pledges and promises through this Agreement to make gifts to the FOUNDATION between now and July 1, 2020 totaling $4,000,000 (including $1.1million already paid). Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The UNIVERSITY is most grateful for the DONOR's generous support of the CENTER with eleven gifts totaling $1.1 million. The DONOR will make below payments in satisfaction of this $4,000,000 pledge according to the following payment schedule:

Payment 12	$100,000	on or before	November 15, 2012
Payment 13	$100,000	on or before	March 1, 2013
Payment 14	$100,000	on or before	July 1, 2013
Payment 15	$100,000	on or before	November 1, 2013
Payment 16	$100,000	on or before	April 1, 2014
Payment 17	$100,000	on or before	September 1, 2014
Payment 18	$100,000	on or before	January 1, 2015
Payment 19	$100,000	on or before	April 1, 2015
Payment 20	$100,000	on or before	July 1, 2015
Payment 21	$100,000	on or before	October 1, 2015
Payment 22	$100,000	on or before	January 1, 2016
Payment 23	$100,000	on or before	April 1, 2016
Payment 24	$100,000	on or before	July 1, 2016
Payment 25	$100,000	on or before	October 1, 2016
Payment 26	$100,000	on or before	January 1, 2017
Payment 27	$100,000	on or before	April 1, 2017
Payment 28	$100,000	on or before	July 1, 2017
Payment 29	$100,000	on or before	October 1, 2017
Payment 30	$100,000	on or before	January 1, 2018
Payment 31	$100,000	on or before	April 1, 2018
Payment 32	$100,000	on or before	July 1, 2018
Payment 33	$100,000	on or before	October 1, 2018
Payment 34	$100,000	on or before	January 1, 2019
Payment 35	$100,000	on or before	April 1, 2019

Payment 36	$100,000	on or before	July 1, 2019
Payment 37	$100,000	on or before	October 1, 2019
Payment 38	$100,000	on or before	January 1, 2020
Payment 39	$100,000	on or before	April 1, 2020
Payment 40	$100,000	on or before	July 1, 2020

No interest or penalty shall be accrued due to any delay of the mentioned payments.

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 3 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR and on the UNIVERSITY and the FOUNDATION.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement. Additionally, the DONOR reserves the right to terminate this agreement and funding with immediate effect under such circumstances.

9. The CENTER shall pass through a biennial review process. The review report shall be reviewed by a seven-member advisory board, which shall be selected as follows: two (2) members will be selected by the DONOR, two (2) members will be selected by the UNIVERSITY, and three (3) additional members will be selected jointly by the DONOR and the UNIVERSITY; these three additional members will be selected from outside of the UNIVERSITY and will be senior scholars in the field of Islamic studies. Continuation of funding will depend on these reviews and the affirmative review reports of the advisory board. In the event that the review report is not satisfactory and affirmative, the DONOR may terminate the Agreement and funding.

10. During the duration of this Agreement and funding, the UNIVERSITY is obliged to provide office space and other broader infrastructure support. An administrative assistant position will be funded from this grant. The DONOR reserves the right to terminate this Agreement and funding with immediate effect if the UNIVERSITY fails to fulfill its obligations stated in this article.

11. Whenever a new director of this CENTER is appointed by the UNIVERSITY, the advisory board will be thoroughly briefed and consulted and will have significant input on the search process prior to the appointment.

12. The DONOR shall not be liable for claims of any loss, damages or expenses whatsoever arising from the termination of this Agreement.

13. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of

Virginia.

14. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 5th day of November, 2012.

[redacted]
Donor

By: _____
Peter N. Stearns
Provost, George Mason University

By: _____ 11/30/2012
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By: _____
Marc Q. Broderick
Vice President, George Mason University

By: _____
Elizabeth A. Brock
Associate Vice President & Controller
George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Dean, College of Humanities and Social Sciences, George Mason University

NON ENDOWED PROGRAM

George Mason University Foundation, Inc.

INTENT TO CONTRIBUTE
TO THE
ROSENZWEIG DIRECTOR'S FUND FOR THE CENTER FOR HISTORY AND NEW MEDIA

PARTIES

This confidential Agreement is by and between [redacted] hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used allocated to the Rosenzweig Director's Fund for the Center for History and New Media, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Roy Rosenzweig Center for History and New Media (Center). This gift is intended to be spent at the discretion of the director of the Center. The FUND may be used for staff support, special travel requests, program and project support, graduate student support, and other Center needs. However, if the current director resigns during the pledge period, the DONOR will have the option of terminating remaining contributions. The DONOR makes this gift under a good-faith understanding that the College of Humanities and Social Sciences and the UNIVERSITY will continue their financial support of the Center and help to promote its projects over the pledge period and beyond. The Office of the Dean of the College of Humanities and Social Sciences will provide an administrative report on the UNIVERSITY's support of the Center to the DONOR by June 15 of each year of the agreement.

The DONOR is making this gift anonymously.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

 [redacted]

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

 - **Anonymous**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR hereby pledges through this Agreement to make gifts to the FOUNDATION between now and June 30, 2023 totaling $10,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $10,000 pledge according to the following payment schedule:

Payment 1	$2,000	on or before June 30, 2015
Payment 2	$2,000	on or before June 30, 2016
Payment 3	$2,000	on or before June 30, 2017
Payment 4	$2,000	on or before June 30, 2018
Payment 5	$2,000	on or before June 30, 2019

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

[redacted](ANONYMOUS)-CHNM DIRECTOR'S FUND

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 15 day of Oct, 2014.

[redacted]
Donor

By: Deborah J. Boehm-Davis
Deborah Boehm-Davis
Dean, College of Humanities and Social Sciences
George Mason University

By:
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- Dean, College of Humanities and Social Sciences, George Mason University

NON ENDOWED PROGRAM

George Mason University Foundation, Inc.

INTENT TO CONTRIBUTE
ESTABLISHING THE
ROSENZWEIG DIRECTOR'S FUND FOR THE CENTER FOR HISTORY AND NEW MEDIA

PARTIES

This confidential Agreement is by and between [redacted], hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Rosenzweig Director's Fund for the Center for History and New Media, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Roy Rosenzweig Center for History and New Media (Center). This gift is intended to be spent at the discretion of the director of the Center. The FUND may be used for staff support, special travel requests, program and project support, graduate student support, and other Center needs. The gift is pledged over 10 years. However, if the current director resigns during the pledge period, the DONOR will have the option of terminating remaining contributions. The DONOR makes this gift under a good-faith understanding that the College of Humanities and Social Sciences and the UNIVERSITY will continue their financial support of the Center and help to promote its projects over the pledge period and beyond. The Office of the Dean of the College of Humanities and Social Sciences will provide an administrative report on the UNIVERSITY's support of the Center to the DONOR by June 15 of each year of the agreement.

The DONOR is making this gift anonymously.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

[redacted]

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

 - **Anonymous**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR hereby pledges through this Agreement to make gifts to the FOUNDATION between now and June 30, 2023 totaling $150,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $150,000 pledge according to the following payment schedule:

Payment 1	$15,000	on or before August 30, 2014
Payment 2	$15,000	on or before June 30, 2015
Payment 3	$15,000	on or before June 30, 2016
Payment 4	$15,000	on or before June 30, 2017
Payment 5	$15,000	on or before June 30, 2018
Payment 6	$15,000	on or before June 30, 2019
Payment 7	$15,000	on or before June 30, 2020
Payment 8	$15,000	on or before June 30, 2021
Payment 9	$15,000	on or before June 30, 2022
Payment 10	$15,000	on or before June 30, 2023

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If at some time in the future, the Center no longer exists and objective of the FUND is no longer possible

or practical of fulfillment, the DONOR (if living) will redirect the gift. If the DONOR is deceased, her wish is for the fund to be split evenly between the History and English departments.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

[redacted] ANONYMOUS)-CHNM DIRECTOR'S FUND

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 8 day of August, 2014.

[redacted]
Donor

By: Deborah A. Boehm-Davis
Deborah Boehm-Davis
Dean, College of Humanities and Social Sciences
George Mason University

By: Jennifer W Davis
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- Dean, College of Humanities and Social Sciences, George Mason University

GEORGE MASON UNIVERSITY

June 27, 2017 Received August 2017 SW

ADDENDUM #2 TO THE LETTER OF INTENT:

Kyle Wilson Memorial Scholarship

This addendum to the Intent to Contribute delineates our mutually agreed upon understanding in relation to the purpose of the Kyle Wilson Memorial Scholarship Endowment and current use funds, additional fundraising for a 3-year period, and the awarding of the Kyle Wilson Scholarships. It is our understanding that:

The OBJECTIVE is that the scholarship fund payout will be split as described below to include a qualified graduate student or students who are enrolled in the George Mason Athletic Training Program and who have completed a minimum of one semester with a B average. Preference will be given to residents of Virginia, and funds will be applied to tuition. The graduate scholarship or ships can be renewed assuming the student meets the academic requirements.

PROVISIONS

The allocation formula for awarding scholarships from the annual endowment "PAY-OUT" is: 60% (approximately $3,000) for a deserving undergraduate student and 40% for a deserving graduate student (approximately $2,000).

In recognition of their outstanding support of the Kyle Wilson Memorial Scholarship efforts, it is agreed that $15,000 in "current-use" funds received as a result of the Kyle Wilson fund-raising efforts will be awarded to Drs. Shane and Amanda Caswell to use for their ongoing athletic training research.

Administration of the awarding of the scholarships during the next three years will continue under the direction of the director of the Athletic Training Program, Dr. Amanda Caswell, who will chair the committee, and Dr. Shane Caswell, who will serve as a committee member, [redacted]* *[redacted] shall serve on the selection committee for 2017, 2018 and 2019. The chair of the committee will coordinate with the university's financial aid office and the CEHD Office of

*Donors may participate in a non-voting capacity only.
Stuart de Jenner, CFO, GMU Foundation

the Associate Dean of Student and Academic Affairs in the awarding of the undergraduate and graduate Kyle Wilson Memorial Scholarships.

One significant fund-raising activity—The Kyle Wilson Memorial Softball Tournament, [redacted] will continue for the next three years (2017, 2018, 2019). Funds from these philanthropic efforts will be placed in support of the allocations described above.

[redacted]

Mark R. Ginsberg, PhD

Shane Caswell, PhD

Amanda Caswell, PhD

Cc: [redacted]

George Mason University Foundation, Inc.
Journal Entry Form

Journal entries can be initiated to transfer account funds or expenses between Foundation accounts.

Transfer of expense ____

Voucher #:_____
Check #: _____
Vendor: _____
Date of voucher:_____

Original charge:
Account #:_____
Name: _____

Account to be charged:
#:_____
Name: _____

Transfer of funds X

Account holding funds:
#: 02-020313
Name: Kyle Wilson Memorial Endowed Scholarship
Amount: $15,000.00
Account to be credited:
#: 02-020325
Name: Caswell Athletic Training Research
Amount: $15,000.00

Description of transfer:
Transfer per donor request, from Wilson Scholarship to Caswell Research

X See donor signed addendum May 15, 2017
Account signer of account from which funds are being transferred from — Date

Please complete this form and attached all pertinent backup documentation. Backup documentation should show/explain reason for transfer, if transferring donor funds letter from donor stating they would like funds transferred; if expense why it is being moved, etc. Once completed please return form to Jin Jun by mail at MSN 1A3 or by email at jjun3@GMU.EDU.

✓ Yes, please send me a copy to MSN 2F1 Attn: Chris Chen

___ No, I do not need a copy forwarded to me

MEMORANDUM OF UNDERSTANDING
BETWEEN
GEORGE MASON UNIVERSITY,
THE GEORGE MASON UNIVERSITY FOUNDATION, INC.,
AND
THE PHOENIX PROJECT

THIS **MEMORANDUM OF UNDERSTANDING** ("Agreement"), dated this 1st day of July, 2012, (the "Effective Date"), is made by and among George Mason University ("Mason"), an educational institution and agency of the Commonwealth of Virginia with offices located at 4400 University Drive, Fairfax, VA 22030, and the Phoenix Project ("Phoenix"), a not-for-profit Virginia nonstock corporation, with offices located at 6025 Queenston Street, Springfield, VA 22152, and the George Mason University Foundation, with offices located at 4400 University Drive, Fairfax, VA 22030 (the "Foundation") (together, Mason and Phoenix and the Foundation are referred to as the "Parties").

WHEREAS, Phoenix was established in 2006 to accelerate the social entrepreneurship movement in Virginia by devising leadership education programs for next generation social innovators and by building networks and partnerships that increased the capacity for recovery of economically distressed communities; and

WHEREAS, Mason and Phoenix entered into that certain Agreement dated March 28, 2011, through which Phoenix would lead at Mason efforts to design, launch and manage for an initial period a Center for Social Entrepreneurship; and

WHEREAS, Mason, pursuant to and in accordance with the requirements of its Faculty Handbook, a policy adopted by the Board of Visitors of Mason, created a division of the University called a center (as defined in the Faculty Handbook), called the Center for Social Entrepreneurship (the "Center"), which Center has been led and managed effectively thereafter by Phoenix; and

WHEREAS, Greg Werkheiser ("Werkheiser"), the founder and Executive Director of the Phoenix Project has served since March 28, 2011 as the inaugural Managing Director of the Center for Social Entrepreneurship while an employee of Phoenix; and

WHEREAS, Phoenix and Mason now desire to further their relationship; and

WHEREAS, the Foundation is an organization described in Internal Revenue Code section 501(c)(3), the primary purpose of which is to manage investment and endowment assets held by it for the support of Mason,

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

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1. **Term and Termination.** This Agreement shall be for a period of three (3) years from the Effective Date. Any Party may terminate this Agreement without cause, at any time following the one-year anniversary of the Effective Date, by providing no less than thirty (30) days' written notice to the other Parties.

2. **Phoenix Warranties, Representations, and Responsibilities.**

 (a) Phoenix warrants and represents to Mason and the Foundation that Phoenix's officers and board members were provided with a copy of this Agreement and that Phoenix's board properly authorized the person executing this Agreement on behalf of Phoenix to execute this Agreement. The corporate resolution authorizing this Agreement is attached hereto as Exhibit "A".

 (b) Phoenix warrants and represents that it has as of the Effective Date expended any and all corporate assets in furtherance of its efforts in the preceding months to launch and manage the Center, with the exception of certain office furnishings and supplies with an aggregate value of less than $5,000, ownership of which it hereby transfers, without restriction, to the Foundation.

 (c) Phoenix warrants and represents that on the Effective Date, no suit, action or other proceeding is pending before any court or governmental or regulatory authority which seeks to restrain or prohibit or to obtain damages or other relief from Phoenix, and that Phoenix has not been advised or notified of the possibility of any such suit, action, or other proceeding.

 (d) Phoenix grants an exclusive license for the term of this Agreement to Mason and the Foundation to copy, distribute, publish, display or modify the intellectual property retained by Phoenix under the terms of the March 28, 2011 Memorandum of Understanding. The Parties agree that any derivative works of such intellectual property created by Mason employees shall be the property of Mason.

3. **Employment of Werkheiser**. On the Effective Date, Mason shall enter into an employment agreement with Werkheiser simultaneous to the Agreement. If Mason and Werkheiser are unable to reach and execute such employment agreement, this Agreement shall be null and void.

4. **Transfer of Future Income.**

 (a) Phoenix shall convey to the Foundation, annually, all cash received in excess of Phoenix's reasonable operating expenses and expenses associated with funding a reserve account.

(b) The cash assets conveyed by Phoenix to the Foundation shall be held in a fund (the "Fund"), the assets of which shall be used by the Foundation for the benefit of Mason to support of the Center. However, if the Center ceases to exist, such assets shall be used for the benefit of Mason and for such purposes as the Foundation's Board shall determine to be in the best interests of the Foundation and Mason.

(c) Phoenix shall modify the Corporate Purpose of its Articles of Incorporation and the Bylaws, to provide that the purpose of the corporation shall be "to promote the mission and programs of the Mason Center for Social Entrepreneurship (the "Center") of George Mason University."

5. **Phoenix Obligations.**

(a) Fund-Raising Activities. Phoenix agrees that it shall coordinate all fundraising activities with the Center and the Mason Development Office, and shall comply with all procedures and rules of the Mason Development Office. Any funds received by Phoenix in excess of those contemplated in 4(a), shall be deposited into the Fund and managed and disbursed by the Foundation.

(b) Phoenix agrees that neither Mason nor the Foundation is assuming, and shall not in any way be liable or responsible for, any liabilities, obligations, or debts of Phoenix, whether accrued, absolute, contingent or otherwise, arising before, on, or after the Effective Date.

(c) Phoenix shall maintain in good standing its registration with the Virginia State Corporation Commission at all times during the Term of this Agreement.

(d) Tax Matters. Phoenix shall prepare and timely file all tax returns and reports including information returns required to be filed by it under federal, state and local laws. Phoenix shall promptly inform Mason and the Foundation in the event of any audit of Phoenix's tax returns or reports by any governmental entity. Phoenix shall not use Mason's or the Foundation's taxpayer identification number or Mason's or the Foundation's tax-exempt status in connection with purchases or sales by Phoenix, gifts to Phoenix, interest or other income of Phoenix, or any other activity of Phoenix.

(e) Insurance. Phoenix shall procure and continue in effect a comprehensive general liability insurance policy to protect against any and all claims for injury or damages to persons and property, real and personal, arising in any manner in connection with this Agreement, including but not limited to, a professional liability, libel, and slander endorsement(s) and a non-owned and hired vehicle liability policy (if applicable), each with $1,000,000 coverage per occurrence and a $3,000,000 umbrella policy. These policies will name George Mason University, the Commonwealth of Virginia, the Foundation, and their employees and agents, as Additional Insureds. In locations

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where it is required, Workers Compensation coverage shall also be maintained. Phoenix shall furnish Mason and the Foundation with certificates of insurance indicating such coverage. Phoenix agrees to keep Mason and the Foundation advised of any changes in this policy and to provide Mason and the Foundation with a copy of the Additional Insured endorsement of the policy.

(f) Audit. Phoenix shall have an annual audit performed by an independent auditor and shall provide copies of Phoenix's Treasury Form 990 or 990T, financial statements, management letter and management response produced in connection with the audit to Mason's Dean of the College of Humanities and Social Sciences. Phoenix agrees to participate in Mason's related corporation internal audit program. All costs of both the annual audit and the internal audit work performed for Phoenix shall be paid by Phoenix. Phoenix shall be exempted from the requirement for an annual external audit provided that: (1) Phoenix has not held any financial assets for the twelve-month period preceding the fiscal year ending date; (2) The officers of Phoenix certify annually that no financial activities or transactions have occurred or are occurring outside those reflected in the records of Phoenix or the Foundation; and (3) Phoenix continues to participate in Mason's related corporation internal audit program.

6. **Mason Obligations.**

(a) Supportive Environment. Mason will provide a supportive intellectual, administrative and programmatic environment in which the Center can be sustained and grow, and for cross-campus collaboration by staff, faculty, students and alumni. Mason's development staff shall assist and cooperate to the extent practicable in fundraising efforts for the Center.

(b) Mason shall allocate certain funds for the first year of operation of the Center, in the amounts indicated in the Center's budget which has been approved by the Dean of the College of Humanities and Social Sciences.

7. **Relationship of the Parties.**

(a) The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of any other except for such purposes as may be specifically enumerated herein. Nothing contained in this Agreement shall be construed to create any partnership or joint venture between the Parties. Neither Party sponsors, endorses, or makes any express or implied warranties for the other.

(b) No Party shall be responsible for the contracts, acts, or omissions of any other Party.

(c) Phoenix shall not hold itself out as being part of, controlled by, or acting at the direction of Mason or the Foundation. Phoenix agrees to take reasonable measures to ensure that third parties understand that Phoenix is not part of Mason or the Foundation. With respect to advertising, publicity, correspondence, contracts, or other formal means of communication, Phoenix will use its full corporate name to avoid confusion on the part of third parties.

8. **General.**

a. Notice. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally recognized overnight delivery service, or personally served upon the appropriate Parties.

b. Applicable Law; Venue. This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia. The Parties agree that they shall at all times comply with all applicable federal and state laws and regulations. Applicable regulations may include but are not limited to information technology security policies published by the Virginia Information Technology Agency, including:
Information Technology Security Policy (SEC500-02)
Information Technology Security Standard (SEC501-01)
Information Technology Security Audit Standard (SEC502-00).

c. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the Parties.

d. Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

e. Waiver. The failure of a Party to enforce any provision in this Agreement shall not be deemed a waiver of such right.

f. Assignment. No Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Parties. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

g. Publicity. Except as specifically provided for herein, no Party shall use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia,

trademarks, pictures or other representation of the other Party or Parties or their employees except on the specific written authorization in advance by such Party. All requests for authorization must be received in writing by the appropriate Party no later than ten (10) days in advance of the use date, unless such advance notice is otherwise waived in writing by the granting Party.

h. Nondiscrimination. The Parties to this Agreement agree to not discriminate on any basis prohibited by law or Mason policy.

i. Force Majeure. No Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, and acts of God.

j. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

k. Authorized Signatures. The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

l. Conflicts of Interest. No employee of Mason may receive compensation directly from Phoenix unless authorized by Mason in writing.

m. Third-Party Beneficiaries. No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

n. Authority to Transact Business. If Phoenix is a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or is registered as a registered limited liability partnership, it shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise is required by law. In the event Phoenix fails at any time to maintain such registration, this Agreement is voidable by Mason.

o. Liability.

(1) Liability. Phoenix agrees to be responsible for the ordinary negligent acts or omissions of its employees and agents causing harm to persons not a party to this Agreement. To the extent provided by law, Mason agrees to be responsible for the ordinary negligent acts or omissions of its employees and agents causing harm to persons not a party to this Agreement.

(2) Limitation of Liability. The Parties shall not be liable for incidental, consequential, indirect, or specific damages including, without limitation, lost business profits or

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revenue of any other Party. This limitation is a critical element of the Parties' bargained-for consideration and will be effective even in the event a Party is informed in advance of the possibility of such damages. Phoenix understands and agrees that neither it nor its directors, officers, employees or staff are protected by Mason's or the Commonwealth of Virginia's or the Foundation's insurance policies or self-insurance plans in connection with Phoenix's activities. The Parties will not provide any legal defense for another Party or any agent thereof in the event of any claim against any of them.

IN WITNESS THEREOF, the Parties have signed and sealed this Agreement as of the date first written above:

THE PHOENIX PROJECT

By:_____
(Authorized Officer) GREG WERKHEISER FOR MICHAEL CAPLIN

Title: CHAIR, BOARD OF DIRECTORS

Date: JULY 6, 2012

GEORGE MASON UNIVERSITY

By:_____
Maurice W. Scherrens

Title: Senior Vice President

Date:_____

GEORGE MASON UNIVERSITY

By:_____
Peter N. Stearns

Title: Provost

Date:_____

GEORGE MASON UNIVERSITY

By: _____
Jack Censer

Title: Dean, College of Humanities and Social Sciences

Date: 8/13/2013

THE GEORGE MASON UNIVERSITY FOUNDATION, INC.

By: _____
David Roe

Title: President

Date: 8/10/2012

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BOARD RESOLUTION

A majority of the Board of Directors of The Phoenix Project on July 6, 2012 approved the following resolution:

Resolved:

WHEREAS The Phoenix Project, a 501(c)(3) organization, was established in 2006 to accelerate the social entrepreneurship movement in Virginia by devising leadership education programs for next generation social innovators and by building networks and partnerships that increased the capacity for recovery of economically distressed communities; and

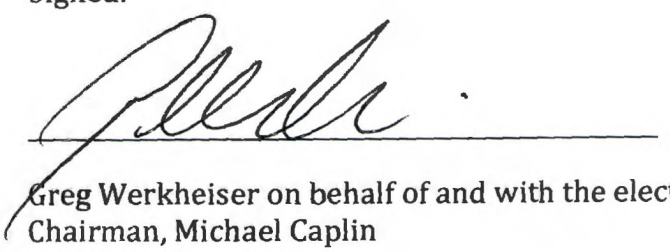
WHEREAS, George Mason University and The Phoenix entered into that certain Agreement dated March 28, 2011, through which The Phoenix Project would lead at George Mason University efforts to design, launch and manage for an initial period a Center for Social Entrepreneurship; and

WHEREAS, The Phoenix Project, George Mason University and the George Mason University Foundation, Inc., now desire to further their relationship; and

WHEREAS, A new Memorandum of Understanding between George Mason University, the George Mason University Foundation, Inc. and the Phoenix Project setting forth the intentions of the parties has been provided to and reviewed by the Phoenix Project Board;

That the Board votes to agree to and endorse the terms of the Memorandum of Understanding and authorizes the same to be executed on their behalf.

Signed:



Greg Werkheiser on behalf of and with the electronically conveyed authorization of Chairman, Michael Caplin

NON ENDOWED PROGRAM

George Mason University Foundation, Inc.

INTENT TO CONTRIBUTE AGREEMENT ESTABLISHING THE
INSTITUTE FOR IMMIGRATION RESEARCH

PARTIES

This Agreement is by and between [redacted] hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Institute for Immigration Research Fund, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

The creation of the Institute for Immigration Research will establish a relationship between the UNIVERSITY and the DONOR. This relationship would be consistent with the mission of both organizations. The DONOR aims to provide immigrant and refugee adults with sufficient knowledge of English to lead productive lives in the United States, while also educating the public as to the positive contributions that immigrants make in the nation's economic and civic life. The UNIVERSITY seeks to nurture and support a highly qualified and entrepreneurial faculty that is excellent at teaching, active in pure and applied research, capable of providing a broad range of intellectual and cultural insights, and is responsive to the needs of students and their communities.

OBJECTIVE

The purpose of the FUND is to produce academic- quality research related to important issues identified by the DONOR and others, and to disseminate that research to relevant state, regional and national policy-makers as well as media, teachers and the general public (the "Objective").

PROVISIONS

1. The DONOR intends to make gifts to the FOUNDATION between now and December 31, 2014 totaling $850,000. Should the DONOR wish to make additional contributions to support the Objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified below to accomplish the objective of the FUND.

2. The DONOR intends to make payments in satisfaction of this $850,000 pledge according to the following payment schedule:

Payment 1	$150,000 within 10 days of signing this agreement;
Payment 2	$200,000 on or before December 31, 2012;
Payment 3	$250,000 on or before December 31, 2013; and
Payment 4	$250,000 on or before December 31, 2014.

3. The FUND shall be used solely to further the Objective as stated above.

4. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

5. An advisory board ("the Board") will be established and will meet on at least a semi-annual basis to provide independent advice and oversight regarding furthering the Objective. The Board will include five members: two who are selected by the DONOR's Board of Trustees, two who are selected by UNIVERSITY Faculty, and the Dean of the College of Humanities and Social Sciences. Board members may be added at any time but will be unable to vote on any matter concerning the Institute for Immigration Research. Non-voting members of the Board may appointed by a simple majority of the voting members of the Board. The Institute for Immigration Research/UNIVERSITY Research Director will serve as a non-voting member of the Board.

6. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

7. If at some time in the future, the Objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in this original gift agreement.

8. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

10. Each of the UNIVERSITY, the FOUNDATION and the DONOR reserve the right to terminate its participation in the Institute for Immigration Research and their relationship and obligations to the other party for any reason upon notice from any party to the others. The giving of such notice will not allow the DONOR to reclaim any payment previously made, but it will relieve the DONOR of any obligation to make future payments. Any such notice shall be in writing delivered in hand, or by any delivery service with no less than 30 days notice prior to the termination date to the UNIVERSITY and the FOUNDATION or the DONOR, as the case may be, at the following address:

If to the UNIVERSITY:

Attn: Jack Censer, Dean, College of Humanities and Social Sciences, George Mason University
4400 University Drive, MSN 3A3
Fairfax, VA 22030
Fax: 703-993-8714
Email: jcenser@gmu.edu

If to the FOUNDATION:

Attn: David Roe, President, George Mason University Foundation, Inc.
4400 University Drive, MSN 1A3
Fairfax, VA 22030
Fax: 703-993-8851
Email: droe@gmu.edu

If to the DONOR:

[redacted]

The addresses for the giving of notices may be changed by notice.

[redacted]INSTITUTE FOR IMMIGRATION RESEARCH

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained hereby have caused this Agreement to be duly executed this 29 day of March, 2012.

[redacted]
Donor

By: Jack R. Censer
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By:
Marc Q. Broderick
Vice President, George Mason University

By: Maurice W Scherrens
Maurice W. Scherrens
Senior Vice President, George Mason University

By:
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- Dean, College of Humanities and Social Sciences, George Mason University

George Mason University Foundation, Inc.

GIFT AGREEMENT SUPPORTING THE
Center for the Protection of Intellectual Property

PARTIES

This confidential Agreement is by and between [redacted] hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money contributed by the DONOR; and it is mutually agreed that the gift(s) shall be used to support the Center for the Protection of Intellectual Property (CPIP) at George Mason University School of Law Fund, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of this gift is to provide funding to CPIP, and generally to achieve the objectives and initiatives outlined in Appendix A to the Agreement.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting, and daily operational matters, DONOR shall be represented by:

 [redacted]

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

 [redacted]

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 15, 2019 totaling $500,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $500,000 pledge according to the following payment schedule:

 Payment 1: $100,000 on or before December 15, 2015
 Payment 2: $100,000 on or before December 15, 2016
 Payment 3: $100,000 on or before December 15, 2017
 Payment 4: $100,000 on or before December 15, 2018
 Payment 5: $100,000 on or before December 15, 2019

3. The FUND shall be used solely to further the objective as stated above.

4. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

5. This Agreement shall be binding upon the DONOR, the DONOR's estate, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

6. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

7. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement. For these purposes, the Donor's representative is the [redacted]

8. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this _____ day of _____, 2015.

[redacted]

By: _____
Daniel Polsby
Dean, School of Law
George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____ for Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Daniel Polsby, Dean, School of Law

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 7th day of May, 2015.

[redacted]

By: _____
Daniel Polsby
Dean, School of Law
George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____ for Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Daniel Polsby, Dean, School of Law

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 7th day of May, 2015.

[redacted]

By: _____
Daniel Polsby
Dean, School of Law
George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____ for Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Daniel Polsby, Dean, School of Law

Appendix A

Center for the Protection of Intellectual Property (CPIP)
Objectives and Initiatives

The Center for the Protection of Intellectual Property (CPIP) at George Mason University School of Law was established to improve the academic, legal, and policy debate regarding patents. Founded in late 2012, CPIP is already an important voice in patent scholarship and the patent policy debate.

Most academic research about intellectual property rights focuses on costs, with little to say about benefits. Positive academic work about patents is rare, isolated, and usually fails to connect directly with either practical applications or policy.

Ideas matter, and this unbalanced academic focus has led to a one-sided, negative, legal and public policy discussion. CPIP is restoring balance to the academic, legal, and policy debate about patents.

Our strategy has three complementary objectives:

- *Building a Community of Scholars and Innovation Industry Stakeholder*

CPIP has started a new, more positive academic conversation about the value of intellectual property rights. Through our Thomas Edison Innovation Fellowship, Leonard Da Vinci Fellowship, and other programs, we have created a global network of scholars and innovation industry stakeholders who share a belief that intellectual property rights are morally and economically good.

- *Supporting Cutting-Edge Research*

CPIP supports essential research on the law, policy, economics, and history of intellectual property. We fund top-quality projects that provide a new, more positive perspective on patents. With dozens of significant academic papers published or in progress, the positive impact on the academic and legal debate is unprecedented.

- *Contributing to Better-Informed Policy*

CPIP and its scholars are engaged in the day-to-day legal and policy debate, producing policy briefs, publishing op-eds, and engaging in other programs that highlight the need for strong patent protection and the shortcomings of proposals to weaken patent rights.

A growing number of patent scholars have embraced CPIP's mission. They have accepted our fellowships, embarked on CPIP-funded research projects, enthusiastically participated in our programs, written CPIP policy briefs, and are doing other good work. We have engaged dozens, and the number is growing. In the fall of 2014, we also added four new Senior Scholars to CPIP's team. These scholars are accomplished colleagues who have enthusiastically embraced CPIP's mission and programs.

CPIP is now recognized by policymakers as a go-to source for independent scholarly expertise on IP issues. CPIP has also developed good relationships with the media. CPIP scholars have been quoted in the Washington Post, Politico, Bloomberg Businessweek and BNA, the Financial Times, Investor's Business Daily, The Hill, CQ Roll Call, Managing Intellectual Property, The Washington Times, Law 360, Legal Newsline, as well as numerous other publications.

[redacted]

Study file
G1043D

November 11, 2016

Mr. David Roe
Director
George Mason University Foundation Inc.
4400 University Drive, MS 1A3
Fairfax, VA 22030-4444

Re: Agreement for Award [redacted]

Dear Mr. Roe:

It is my pleasure to inform you that the [redacted] ("Foundation") has approved a $150,000.00 award to George Mason University Foundation Inc. ("Awardee") to support a specific project, for the period starting on 12/1/2016 and ending on 11/30/2017, described as follows:

Energy & Enterprise Initiative. Specific objectives are detailed in Appendix A and the approved budget is included as Appendix B.

Anticipated Payment Date	Payment Amount	Payable Upon Receipt of
12/9/2016	$150,000.00	executed grant agreement

This letter is a legally binding award agreement ("Agreement") that becomes effective when executed by an authorized representative of both Awardee and Foundation. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Please read the terms and conditions of this Agreement very carefully, including the reporting requirements. The Foundation will not consider award payments or renewals for Awardees who fail to meet reporting requirements.

TERMS AND CONDITIONS

1. **Use of Funds.** Awardee shall use the award funds only for the purposes of the specific project described above. Awardee shall repay to the Foundation any portion of the award funds which is not spent or committed for these purposes by the grant end date. Any significant changes in the purposes for which award funds are spent must be approved in writing by the Foundation before the funds are spent.

2. **Representations Materially Correct.** Awardee confirms that all representations made to the Foundation in connection with this Award, which are or have been relied upon by the Foundation in making this Award, are and/or were true and correct as of the date made and remain true as of the date hereof. Further, Awardee confirms that any documents that it provided the Foundation in connection with this Award do not contain any untrue statement of a material fact, or omit to state a material fact



required to be stated therein or necessary to make the information contained or the statements made therein not materially misleading.

3. **Reporting.** To enable the Foundation to evaluate the effectiveness of this award, Awardee shall submit to the Foundation a written report that contains: (1) a description of the progress that Awardee has made toward achieving the purposes for which this award was made; (2) a financial accounting of the expenditure of award funds; (3) copies of any publications resulting from the award; and (4) a report on Awardee's compliance with the terms of this Agreement. If more than one report is required, the final report shall outline Awardee's use of all award funds and charitable activities from the date of the initial disbursement of this award until Awardee expended the last of the award funds. See Appendix C for specific reporting deadlines.

4. **Material and Significant Underperformance.** Notwithstanding any other term or language in this Agreement, should Awardee, at any time during the term of this Agreement, materially and significantly underperform the goals hereof, the Foundation reserves the right to renegotiate, extend or terminate this Agreement.

5. **Recordkeeping.** Awardee shall maintain books to show the award funds separately. All expenditures made in furtherance of the purposes of the award shall be charged off against the award and shall appear on Awardee's books. Awardee shall keep adequate records to substantiate its expenditures of award funds. Awardee shall make these books and records available to the Foundation at reasonable times for review and audit, and shall comply with all reasonable requests of the Foundation for information and interviews regarding use of award funds. Awardee shall keep copies of all relevant books and records and all reports to the Foundation for at least four years after completion of the use of the award funds.

6. **Sub-awardees.** Awardee shall retain full discretion and control over the selection of any sub-awardees to carry out the purposes of this award and shall act completely independently of the Foundation. The Foundation and Awardee acknowledge that there is no agreement, written or oral, by which the Foundation may cause Awardee to choose any particular sub-awardee. Awardee shall require any sub-awardee to comply with the requirements of Paragraphs 1, 3, 5, 7, 13, 14 and 15 of this Agreement, substituting Awardee for Foundation and the sub-awardee for Awardee as applicable. All obligations of Awardee under these Paragraphs shall remain in full force and effect.

7. **Prohibited Uses.** Awardee shall not use any portion of the funds awarded:

 a. To attempt to influence legislation, within the meaning of Section 4945(d)(1) of the Internal Revenue Code ("IRC"), as interpreted by its accompanying regulations;
 b. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations;
 c. To make a grant to an individual which does not comply with IRC Section 4945(d)(3), or to an organization which does not comply with Section 4945(d)(4);

[redacted]

d. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(B); or
e. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).
f. To reimburse or pay federal, state or local government officials.

8. **Funds Not Earmarked; Awardee Representation.** The award funds are not earmarked to be used in any attempt to influence legislation within the meaning of IRC Section 4945(e). The Foundation and Awardee have made no agreement, oral or written, to that effect. Awardee represents and warrants, here and in its proposed budget for this award, that the total of all awards from the Foundation for this project to be paid to Awardee within a single annual accounting period of Awardee does not exceed the amount budgeted by Awardee for its accounting period for activities of the project that are not attempts to influence legislation within the meaning of IRC section 4945(e).

9. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or award to Awardee, shall be interpreted to create any pledge or any commitment by Foundation or by any related person or entity to make any other award or contribution to Awardee or any other entity for this or any other project. The award contemplated by this Agreement is a separate and independent transaction from any other transaction between Foundation or its affiliates, on the one hand, and Awardee or its affiliates, on the other hand.

10. **Award Announcements.** The Foundation may include basic information about the Awardee on its website and in its periodic public reports once the Foundation receives an executed Agreement.

 Awardees may use the following standard language in making attributions for funding without prior approval of the Foundation. However, all other announcements Awardee intends to make regarding the award, and any publications referring to the award that Awardee intends to publish other than in its annual reports, tax returns or website will require advance written approval from the Foundation.

 (i) About the [redacted]
 "[redacted] was created in [redacted] by [redacted] to confront global threats imperiling humanity by seeking solutions, strengthening alliances, and spurring actions needed to safeguard the future. For details visit [redacted]
 (ii) Attribution for full funding:
 "This (research, publication, project, Web site, report, etc.) is funded by the [redacted]
 (iii) Attribution for partial funding:
 "This (research, publication, project, Web site, report, etc.) is funded in part by the [redacted]

[redacted]

11. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, Awardee represents and warrants that Awardee is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private foundation as defined in IRC Section 509(a). Such representation and warranty shall continue through the completion date of this award.

12. **Notice.** Awardee shall give the Foundation immediate written notice of any change in (a) Awardee's legal or tax status, or (b) Awardee's executive staff, key staff responsible for achieving the award purposes, or (c) Awardee's governing body.

13. **Information and Data Sharing.** Any information contained in publications, studies, or research funded by this award shall be made available to the Foundation and the public following such reasonable requirements or procedures as the Foundation and/or the Awardee may establish from time to time. Awardee shall grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this award for noncommercial purposes at its sole discretion.

14. **No Agency.** Awardee is solely responsible for all activities supported by the award funds, the content of any product created with the award funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Awardee shall make no such representation to anyone.

15. **Terrorist Activity.** Awardee agrees that it will use the award funds in compliance with all applicable anti-terrorist financing, sanctions, and asset control laws and regulations.

16. **Key Persons.** Notwithstanding any other term or language in this Agreement, should key persons critical to the effectiveness of the Award (Bob Inglis, Director of Energy and Enterprise Initiative) leave his current position at any time during the term of this grant, the Foundation reserves the right to terminate the grant and recover any unspent funds as of the key person's departure date, or to renegotiate the grant prospectively for the remainder of the term. Throughout the term of this grant, the Foundation also reserves the right to make all award payments contingent upon the Foundation's approval of the new appointment if key person is replaced or if there is redistribution of staff responsibilities.

17. **No Liability.** Foundation shall not be liable for losses, damages, claims, or other liabilities arising out of Awardee's activities. It is expressly understood that Foundation, by making this Award, has no obligation to provide other or additional support to Awardee for the purposes of this project or any other purposes.

18. **Indemnification.** Awardee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Awardee, its

[redacted]

employees, or agents, in applying for or accepting the award, in expending or applying the award funds or in carrying out any project or program to be supported by the award, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, employees, or agents.

19. **Further Assurances.** Awardee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Awardee agrees that if Awardee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Awardee will promptly contact the Foundation or legal counsel.

20. **No Waivers.** The failure of Foundation to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

21. **Remedies.** If the Foundation determines, in its sole discretion, that Awardee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further award payments to Awardee under this or any other award agreement, and the Foundation may demand the return of all or part of the unexpended award funds, which Awardee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.

22. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

23. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

24. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State. For any disputed relating to this Agreement, the parties consent to personal jurisdiction in, and the exclusive venue of, the courts in [redacted] California.

Please have an authorized officer of George Mason University Foundation Inc. execute the Agreement and return it to the Foundation via email or fax.

Please direct all future communications concerning this award to [redacted] at [redacted] On behalf of the Foundation's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

[redacted]

Sincerely,

[redacted]

Accepted on behalf of George Mason University Foundation Inc. by:

Authorized Signature

12-13-2016
Date

Susan Van Leuven
Print Name

Controller, George Mason University Foundation, Inc.
Title

Encl: Appendix A
Appendix B
Appendix C

Appendix A. Award Goals

A. Create field contacts and presence within the conservative policy and grassroots communities, focused on clean energy solutions.

B. Work to identify, recruit, enroll, educate, and activate at the grassroots level.

C. Engage on an ongoing basis with conservatives in government, media, academia, and policy in an educational discussion of conservative solutions to climate and energy.

Appendix B. Approved Budget

[redacted] funds may be used toward any part of this budget, except as provided elsewhere in this Agreement.

Item	Amount
Digital Ecosystem Recruitment/Engagement	
Professional Fees	$246,400
Advertising	$30,000
Software and licenses	$2,300
Ground Game Recruitment/Engagement	
Professional Fees	$49,000
Event Sponsorship	$12,000
Travel	$48,000
Business meals	$6,500
Promotional Items	$14,000
Administration	
Salaries	$465,300
GMU fringe costs for salaried employees	$144,243
GMU administrative fee	$63,060
Legal	$2,500
Equipment	$3,000
Subscriptions	$18,000
Supplies	$1,000
Telecom	$5,500
Postage	$2,500
Printing	$250
Training / development	$500
Total	**$1,114,053**

Appendix C. Reporting Requirements

Report type	Due date	Description
Final Report	1/31/2018	Final narrative and financial report detailing progress and use of grant funds between **12/1/2016** and **11/30/2017**.

[redacted]

010430

May 9, 2014

Mr. David Roe
Chief Operating Officer
George Mason University Foundation, Inc.
4400 University Drive, MS 1A3
Fairfax, VA 22030-4444

Re: Agreement for Award [redacted]

Dear Mr. Roe:

It is my pleasure to inform you that the [redacted] ("Foundation") has approved a $150,000.00 award to George Mason University Foundation, Inc. ("Awardee") to support a specific project, for the period starting on 5/1/2014 and ending on 4/30/2015, described as follows:

The Energy & Enterprise Initiative. Specific objectives are detailed in Appendix A and the approved budget is included as Appendix B.

Anticipated Payment Date	Payment Amount	Payable Upon Receipt of
5/23/2014	$150,000.00	executed grant agreement

This letter is a legally binding award agreement ("Agreement") that becomes effective when executed by an authorized representative of both Awardee and Foundation. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Please read the terms and conditions of this Agreement very carefully, including the reporting requirements. The Foundation will not consider award payments or renewals for Awardees who fail to meet reporting requirements.

TERMS AND CONDITIONS

1. **Use of Funds.** Awardee shall use the award funds only for the purposes of the specific project described above. Awardee shall repay to the Foundation any portion of the award funds which is not spent or committed for these purposes by the grant end date. Any significant changes in the purposes for which award funds are spent must be approved in writing by the Foundation before the funds are spent.

2. **Representations Materially Correct.** Awardee confirms that all representations made to the Foundation in connection with this Award, which are or have been relied upon by the Foundation in making this Award, are and/or were true and correct as of the date made and remain true as of the date hereof. Further, Awardee confirms that any documents that it provided the Foundation in connection with this Award do not contain any untrue statement of a material fact, or omit to state a material fact

[redacted]

required to be stated therein or necessary to make the information contained or the statements made therein not materially misleading.

3. **Reporting.** To enable the Foundation to evaluate the effectiveness of this award, Awardee shall submit to the Foundation a written report that contains: (1) a description of the progress that Awardee has made toward achieving the purposes for which this award was made; (2) a financial accounting of the expenditure of award funds; (3) copies of any publications resulting from the award; and (4) a report on Awardee's compliance with the terms of this Agreement. If more than one report is required, the final report shall outline Awardee's use of all award funds and charitable activities from the date of the initial disbursement of this award until Awardee expended the last of the award funds. See Appendix C for specific reporting deadlines.

4. **Material and Significant Underperformance.** Notwithstanding any other term or language in this Agreement, should Awardee, at any time during the term of this Agreement, materially and significantly underperform the goals hereof, the Foundation reserves the right to renegotiate, extend or terminate this Agreement.

5. **Recordkeeping.** Awardee shall maintain books to show the award funds separately. All expenditures made in furtherance of the purposes of the award shall be charged off against the award and shall appear on Awardee's books. Awardee shall keep adequate records to substantiate its expenditures of award funds. Awardee shall make these books and records available to the Foundation at reasonable times for review and audit, and shall comply with all reasonable requests of the Foundation for information and interviews regarding use of award funds. Awardee shall keep copies of all relevant books and records and all reports to the Foundation for at least four years after completion of the use of the award funds.

6. **Sub-awardees.** Awardee shall retain full discretion and control over the selection of any sub-awardees to carry out the purposes of this award and shall act completely independently of the Foundation. The Foundation and Awardee acknowledge that there is no agreement, written or oral, by which the Foundation may cause Awardee to choose any particular sub-awardee. Awardee shall require any sub-awardee to comply with the requirements of Paragraphs 1, 3, 5, 7, 13, 14 and 15 of this Agreement, substituting Awardee for Foundation and the sub-awardee for Awardee as applicable. All obligations of Awardee under these Paragraphs shall remain in full force and effect.

7. **Prohibited Uses.** Awardee shall not use any portion of the funds awarded:

 a. To attempt to influence legislation, within the meaning of Section 4945(d)(1) of the Internal Revenue Code ("IRC"), as interpreted by its accompanying regulations;
 b. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations;
 c. To make a grant to an individual which does not comply with IRC Section 4945(d)(3), or to an organization which does not comply with Section 4945(d)(4);

[redacted]

d. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(B); or
e. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).
f. To reimburse or pay federal, state or local government officials.

8. **Funds Not Earmarked; Awardee Representation.** The award funds are not earmarked to be used in any attempt to influence legislation within the meaning of IRC Section 4945(e). The Foundation and Awardee have made no agreement, oral or written, to that effect. Awardee represents and warrants, here and in its proposed budget for this award, that the total of all awards from the Foundation for this project to be paid to Awardee within a single annual accounting period of Awardee does not exceed the amount budgeted by Awardee for its accounting period for activities of the project that are not attempts to influence legislation within the meaning of IRC section 4945(e).

9. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or award to Awardee, shall be interpreted to create any pledge or any commitment by Foundation or by any related person or entity to make any other award or contribution to Awardee or any other entity for this or any other project. The award contemplated by this Agreement is a separate and independent transaction from any other transaction between Foundation or its affiliates, on the one hand, and Awardee or its affiliates, on the other hand.

10. **Award Announcements.** The Foundation may include basic information about the Awardee on its website and in its periodic public reports once the Foundation receives an executed Agreement.

Awardees may use the following standard language in making attributions for funding without prior approval of the Foundation. However, all other announcements Awardee intends to make regarding the award, and any publications referring to the award that Awardee intends to publish other than in its annual reports, tax returns or website will require advance written approval from the Foundation.

(i) About the [redacted]:
"[redacted] was created in [redacted] by [redacted] entrepreneur [redacted] to confront global threats imperiling humanity by seeking solutions, strengthening alliances, and spurring actions needed to safeguard the future. For details visit [redacted]
(ii) Attribution for full funding:
"This (research, publication, project, Web site, report, etc.) is funded by the [redacted]
(iii) Attribution for partial funding:
"This (research, publication, project, Web site, report, etc.) is funded in part by the [redacted]

[redacted]

11. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, Awardee represents and warrants that Awardee is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private foundation as defined in IRC Section 509(a). Such representation and warranty shall continue through the completion date of this award.

12. **Notice.** Awardee shall give the Foundation immediate written notice of any change in (a) Awardee's legal or tax status, or (b) Awardee's executive staff, key staff responsible for achieving the award purposes, or (c) Awardee's governing body.

13. **Information and Data Sharing.** Any information contained in publications, studies, or research funded by this award shall be made available to the Foundation and the public following such reasonable requirements or procedures as the Foundation and/or the Awardee may establish from time to time. Awardee shall grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this award for noncommercial purposes at its sole discretion.

14. **No Agency.** Awardee is solely responsible for all activities supported by the award funds, the content of any product created with the award funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Awardee shall make no such representation to anyone.

15. **Terrorist Activity.** Awardee agrees that it will use the award funds in compliance with all applicable anti-terrorist financing, sanctions, and asset control laws and regulations.

16. **Key Persons.** Notwithstanding any other term or language in this Agreement, should key persons critical to the effectiveness of the Award (Bob Inglis, Director of the Energy & Enterprise Initiative) leave his current position at any time during the term of this grant, the Foundation reserves the right to terminate the grant and recover any unspent funds as of the key person's departure date, or to renegotiate the grant prospectively for the remainder of the term. Throughout the term of this grant, the Foundation also reserves the right to make all award payments contingent upon the Foundation's approval of the new appointment if key person is replaced or if there is redistribution of staff responsibilities.

17. **No Liability.** Foundation shall not be liable for losses, damages, claims, or other liabilities arising out of Awardee's activities. It is expressly understood that Foundation, by making this Award, has no obligation to provide other or additional support to Awardee for the purposes of this project or any other purposes.

18. **Indemnification.** Awardee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Awardee, its



employees, or agents, in applying for or accepting the award, in expending or applying the award funds or in carrying out any project or program to be supported by the award, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, employees, or agents.

19. **Further Assurances.** Awardee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Awardee agrees that if Awardee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Awardee will promptly contact the Foundation or legal counsel.

20. **No Waivers.** The failure of Foundation to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

21. **Remedies.** If the Foundation determines, in its sole discretion, that Awardee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further award payments to Awardee under this or any other award agreement, and the Foundation may demand the return of all or part of the unexpended award funds, which Awardee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.

22. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

23. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

24. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the laws of the [redacted] applicable to contracts to be performed entirely within the [redacted] For any disputed relating to this Agreement, the parties consent to personal jurisdiction in, and the exclusive venue of, the courts in [redacted]

Please have an authorized officer of George Mason University Foundation, Inc. execute the Agreement and return it to the Foundation via email or fax.

Please direct all future communications concerning this award to [redacted] On behalf of the Foundation's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

[redacted]

[redacted]

Accepted on behalf of George Mason University Foundation, Inc. by:

Authorized Signature

Date

Print Name

Title

Encl: Appendix A
Appendix B
Appendix C

Appendix A. Award Goals

Grant objectives include:

- Continue ongoing work to create a meaningful and vocal presence within the conservative policy and grassroots communities focused on solutions to America's climate and energy challenges

- Build operational "hubs" in South Florida, Eastern Wisconsin, and Northern Illinois. In these, identify, recruit, enroll, educate, and activate at the grassroots level.

- Engage on an ongoing basis with conservative opinion leaders in government, media, academia, and policy in an educational discussion of conservative solutions to climate and energy.

- Buttress state-based educational work with regular (at least twice monthly) town-and-gown outreach anchored by events with College Republicans, Young Republicans, Federalist Societies, Pachyderm clubs, energy clubs, economics clubs, Rotary clubs, local Chambers of Commerce, local talk radio stations, and local newspapers.

Appendix B. Approved Budget

Skoll funds may be used toward any part of this budget, except as provided elsewhere in this Agreement

Item	Amount
VARIABLE PROGRAMMING COSTS	
Grassroots Development & Public Relations	
Online ad placement (Banner, Facebook)	$190,000
Creative design (design of identity, ads, promotional materials)	$65,000
Targeted voter contact in target districts	$35,000
Physical district-hub offices	$20,800
Website design, hosting & maintenance	$10,000
Video production (recruitment & educational)	$38,000
Production promotional materials & marketing collaterals	$15,000
Paid field internships	$80,000
Volunteer incentives/prizes, thank-you gifts	$7,000
Activities	
Event Sponsorship & Production	$60,000
Travel	$70,000
Business meals & incidentals (non-travel-related)	$7,500
Study/Paper Commissioning	$30,000
Contest awards	$7,500
SEMI-VARIABLE OPERATIONAL COSTS	
Personnel Salaries	
Executive Director	$250,000
Director - Strategy/Operations	$103,928
Director - Communications	$65,405
Director - Grassroots Outreach	$63,000
Manager - Operations	$53,600
Director - Digital & Social Media	$70,550
Field Director - Wisconsin	$38,000
Field Director - Florida	$31,540
Field Director - Illinois	$19,000
Field Director - Ohio, Michigan, or Tennessee	$6,460
George Mason University Related Costs	
Fringe Benefit Charges for Personnel Salaries	$221,400
Financial Specialist / GMU interface	$15,780
GMUF Administrative Fee (6%)	$100,888
Other Operational Costs	
Legal Counsel / Tax-Exempt Compliance	$10,000
Strategic Consultant	$48,000
Telecommunications, Technology & General Office	$18,000
Service subscriptions	$16,000
Data/list management & analytics	$15,000
TOTAL	**$1,782,350**

Appendix C. Reporting Requirements

Report type	Due date	Description
Final Report	7/1/2015	Final narrative and financial report detailing progress and use of grant funds between **5/1/2014** to **4/30/2015**.

[redacted]

Subj file: 010430

January 12, 2016

Dear Dr. Bingham:

On behalf of the [redacted] I am pleased to inform you that the [redacted] has approved a grant of $30,000 to the George Mason University Foundation to support the Energy & Enterprise Initiative's project to advance its media and messaging from the reality of climate change to solutions. We request that you return a signed copy of this letter to us immediately, indicating your acceptance of this grant and its terms. Once we have received the signed grant letter, we will send the grant payment.

The [redacted] is making this grant with the understanding, based on your representation, that the George Mason University Foundation is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code. By accepting this grant, the George Mason University Foundation agrees that these funds will only be used for charitable and educational activities consistent with the tax-exempt status described in Section 501(c)(3). It is understood that your organization will engage in lobbying only to the extent permitted by IRC Section 501(c)(3) or, if applicable, IRC Sections 501(h) and 4911, and will not intervene in any election or support or oppose any political party or candidate for public office.

We request a financial and narrative report of your activities by one year from the date of this letter. The narrative report should summarize how the grant was used and the results that were achieved. The financial narrative should be as detailed as possible and should compare budgeted versus actual expenses as they relate specifically to this grant. Please send with your report a copy of your next certified audit, if audits are prepared for your organization.

We wish you success in your efforts.

Sincerely,

[redacted]

ACCEPTED & AGREED TO:

By: [redacted]

Title: Director Real Estate and Administration

Date: 1/13/2016

Janet E. Bingham, GMUF President
George Mason University Foundation
Office of Univ. Development & Alumni Affairs
4400 University Drive
MSN 1A3
Fairfax, VA 22030

[redacted]

Study File: 01043D

December 15, 2014

Dear Mr. Roe:

On behalf of the [redacted] I am pleased to inform you that the [redacted] trustees have approved a grant of $25,000 to the George Mason University Foundation for the Energy & Enterprise Institute's republicEn initiative. We request that you return a signed copy of this letter to us immediately, indicating your acceptance of this grant and its terms. Grant payment will be generated upon the [redacted] receipt of the signed grant agreement.

The [redacted] is making this grant with the understanding, based on your representation, that the George Mason University Foundation is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code. By accepting this grant, the George Mason University Foundation agrees that these funds will only be used for charitable and educational activities consistent with the tax-exempt status described in Section 501(c)(3). It is understood that your organization will engage in lobbying only to the extent permitted by IRC Section 501(c)(3) or, if applicable, IRC Sections 501(h) and 4911, and will not intervene in any election or support or oppose any political party or candidate for public office.

The George Mason University Foundation further agrees that these grant funds will be used for the purposes noted in your proposal. If there is a need to make any substantial modification in the way these funds are expended, please be certain to contact us in writing to request prior approval of such modification.

We request a financial and narrative report of your activities ten months from the date of this letter. The narrative report should summarize how the grant was used and the results which were achieved. The financial narrative should be as detailed as possible and should compare budgeted versus actual expenses as they relate specifically to this grant. Please send with your report a copy of your next certified audit, if audits are prepared for your organization. Please submit the report and accompanying materials to [redacted] with your organization's name in the subject line.

We wish you success in your efforts.

[redacted]

ACCEPTED & AGREED TO:

By: [redacted]

Title: Director of Real Estate and Administration

Date: 2/24/2015

Mr. David Roe, GMUF President
George Mason University Foundation
Office of Univ. Development & Alumni Affairs
4400 University Drive, MSN 1A3
Fairfax, VA 22030

[redacted]

subj file:
610430

March 24, 2014

Dear Mr. Roe:

On behalf of the [redacted] I am pleased to inform you that the [redacted] has approved a grant of $175,000 to the George Mason University Foundation for the Energy & Enterprise Initiative to support conservative solutions to America's climate and energy challenges. We request that you return a signed copy of this letter to us immediately, indicating your acceptance of this grant and its terms. Grant payment will be generated upon the [redacted] receipt of the signed grant agreement.

The [redacted] is making this grant with the understanding, based on your representation, that the George Mason University Foundation is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code. By accepting this grant, the George Mason University Foundation agrees that these funds will only be used for charitable and educational activities consistent with the tax-exempt status described in Section 501(c)(3). It is understood that your organization will engage in lobbying only to the extent permitted by IRC Section 501(c)(3) or, if applicable, IRC Sections 501(h) and 4911, and will not intervene in any election or support or oppose any political party or candidate for public office.

We request a financial and narrative report of your activities by one year from the date of this letter. The narrative report should summarize how the grant was used and the results that were achieved. The financial narrative should be as detailed as possible and should compare budgeted versus actual expenses as they relate specifically to this grant. Please send with your report a copy of your next certified audit, if audits are prepared for your organization.

We wish you success in your efforts.

[redacted]

ACCEPTED & AGREED TO:

By: [signature]

Title: CEO

Date: 3/27/2014

Mr. David Roe, GMUF President
George Mason University Foundation
Office of University Development & Alumni Affairs
4400 University Drive
MSN 1A3
Fairfax, VA 22030

mailed 04/03/14

[redacted]

subj file:
010430

October 22, 2013

Dear Ms. Van Leunen:

On behalf of the [redacted] I am pleased to inform you that the [redacted] trustees have approved a grant of $5,000 to George Mason University Foundation, Inc., to support the Enterprise & Energy Initiative's Free Market Climate Change initiative. We request that you return a signed copy of this letter to us immediately, indicating your acceptance of this grant and its terms. Grant payment will be generated upon the [redacted] eceipt of the signed letter.

The [redacted] is making this grant with the understanding, based on your representation, that George Mason University Foundation, Inc., is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code. By accepting this grant, George Mason University Foundation, Inc., agrees that these funds will only be used for charitable and educational activities consistent with the tax-exempt status described in Section 501(c)(3). It is understood that your organization will engage in lobbying only to the extent permitted by IRC Section 501(c)(3) or, if applicable, IRC Sections 501(h) and 4911, and will not intervene in any election or support or oppose any political party or candidate for public office.

George Mason University Foundation, Inc., further agrees that these grant funds will be used for the purposes noted in your proposal. If there is a need to make any substantial modification in the way these funds are expended, please be certain to contact us in writing to request prior approval of such modification.

We request a financial and narrative report of your activities by one year from the date of this letter. The narrative report should summarize how the grant was used and the results that were achieved. The financial narrative should be as detailed as possible and should compare budgeted versus actual expenses as they relate specifically to this grant. Please send with your report a copy of your next certified audit, if audits are prepared for your organization.

We wish you success in your efforts.

Sincerely,

[redacted]

ACCEPTED & AGREED TO:

By: [signature]

Title: Controller, George Mason University Foundation, Inc.

Date: 10·31·2013

Susan Van Leunen, Controller
George Mason University Foundation, Inc.
4400 University Drive MSN 1A3
University Hall, Suite 5100
Fairfax, VA 22030

[redacted]

May 2, 2012

Dear Mr. Roe:

On behalf of the [redacted] I am pleased to inform you that the [redacted] has approved a grant of $67,416 to the George Mason University Foundation for the Energy & Enterprise Initiative to support conservative solutions to America's climate and energy challenges. We request that you return a signed copy of this letter to us immediately, indicating your acceptance of this grant and its terms. Once we have received the signed grant letter, we will send the grant payment.

The [redacted] is making this grant with the understanding, based on your representation, that the George Mason University Foundation is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code. By accepting this grant, the George Mason University Foundation agrees that these funds will only be used for charitable and educational activities consistent with the tax-exempt status described in Section 501(c)(3). It is understood that your organization will engage in lobbying only to the extent permitted by IRC Section 501(c)(3) or, if applicable, IRC Sections 501(h) and 4911, and will not intervene in any election or support or oppose any political party or candidate for public office.

We request a financial and narrative report of your activities by one year from the date of this letter. The narrative report should summarize how the grant was used and the results that were achieved. The financial narrative should be as detailed as possible and should compare budgeted versus actual expenses as they relate specifically to this grant. Please send with your report a copy of your next certified audit, if audits are prepared for your organization.

We wish you success in your efforts.

[redacted]

ACCEPTED & AGREED TO:

By: [signature]

Title: President

Date: 5/3/2012

Mr. David Roe, GMUF President
George Mason University Foundation
Office of Univ. Development & Alumni Affairs
4400 University Drive
MSN 1A3
Fairfax, VA 22030

[redacted]

August 1, 2013

David Roe
President
George Mason University Foundation, Inc.
4400 University Drive, MS 1A3
Fairfax, VA

Dear David,

I am pleased to inform you that the [redacted] has approved a grant to George Mason University Foundation, Inc., in the amount of $125,000.00. The grant period is ten months, from May 1, 2013 to February 28, 2014.

This grant is designated to support the Energy and Enterprise Initiative, as expressed in your June 26, 2013 proposal and July 8, 2013 budget to the [redacted] Your [redacted] contact for work performed under this grant is [redacted]

Grant payment will be generated upon the [redacted] eceipt of the signed grant agreement. The final financial and narrative report deadlines are stated in the grant agreement. However, if you intend to apply for a renewal grant, we must receive your final report before the renewal proposal.

The success of the [redacted] will depend on the success of our grantees. In order to make the largest impact with our limited funds, we will rely on you and your colleagues to keep us informed of progress and trends in the field, and of your work in particular. For this reason, we ask that your reports tell us the good and the bad, the success and the failure. This will strengthen and speed our learning.

Please carefully review the terms and conditions explained in the enclosed grant agreement, as the wording may have changed slightly from previous agreements. Sign one copy of the grant agreement and return it to us. Upon receipt of the form, we will forward your payment.

Please refer to grant [redacted] in all future correspondence and reports which relate to this grant.

Please do not hesitate to call us if you have any questions about this grant or our policies.

Sincerely,

[redacted]

[redacted]

[redacted]

Grant Agreement
Terms and Conditions

Date: August 1, 2013

We are pleased to award the following grant.

Grant number:	[redacted]
Grantee:	George Mason University Foundation, Inc.
Address:	4400 University Drive, MS 1A3 Fairfax, VA
Project Contact:	Bob Inglis Director, Energy and Enterprise Initiative
Phone:	202-452-6234
Email:	Bob.Inglis.US@gmail.com
Grant Sector:	Climate
Grant Amount:	$125,000.00
Time Period:	Ten months, from May 1, 2013 to February 28, 2014

Grantee agrees and consents to the conditions of the proposal submitted to the [redacted] and to the following conditions of the grant:

Grantee shall use this grant solely for the purposes as expressed in your proposal document submitted to the [redacted] which incorporates a description of the project work to be provided, dated June 26, 2013, and project budget, dated July 8, 2013 to the [redacted] It is understood that these grant funds will be used for such purposes substantially in accordance with the budget submitted. Grantee shall repay to the [redacted] any portion of the amount granted which is not used for the purposes of this grant.

The grantee agrees that no funds provided pursuant to this Grant Agreement may be used to contact, or urge the public to contact, members of a legislative body for the purpose of proposing, supporting, or opposing legislation; or to advocate the adoption or rejection of legislation. See Treasury Regulation section 1.501(c)(3)-1(c)(3)(ii).

Grantee ensures that the grant funds under this award will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. Grantee also agrees to take all reasonable precautions to ensure that any person or group expected to receive money from the grantee will neither make any payment nor provide any material support to any person on any United States government list of suspected terrorists.

Grant payment will be generated upon the [redacted] receipt of the signed grant agreement.

[redacted]

Reports, both narrative and financial, are due strictly according to the schedule below. The financial reports should show revenues and expenses for both this grant and the project. Clearly show the amount funded by the [redacted] and how these funds have been spent according to the categories of the submitted budget. Use three columns for the report:

Column 1 -	Present the entire project budget (all sources of revenue and expenditures) as included in the original proposal;
Column 2 -	Present the actual revenue and expenditures for the project in total;
Column 3 -	Present the actual revenue and expenditures funded by the [redacted] grant only.

Reports are due as follows:

Final Narrative report due no later than:	May 1, 2014
Final Financial report due no later than:	May 1, 2014

If grantee intends to apply for a renewal grant, the [redacted] must receive an interim narrative and financial report along with the new grant application no later than two months before the [redacted] board meeting. The board meets in early March, late June, and early November.

Grantee shall not use any portion of the funds granted to carry on propaganda or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, to influence the outcome of any specific voter registration drive, to make grants to individuals on a non-objective basis, nor for any non-charitable or non-educational purpose. Please include a positive disclaimer to both narrative and financial reports that no [redacted] funds were used for lobbying purposes.

Grantee shall notify the [redacted] of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel, changes in tax status, and changes in the project timing or goals.

Grantee shall permit representatives of the [redacted] o visit the premises and review the activities of the Grantee with respect to the programs supported by this grant.

Grantee may announce receipt of this grant. Please furnish the [redacted] with any results of this announcement.

Please refer to grant number [redacted] n all future correspondence and reports which relate to this grant.

The board and staff of the [redacted] re pleased to be able to make this grant to your organization. Please sign and return one copy of this grant agreement as evidence of your understanding and agreement with the terms and conditions defined in this letter.

[redacted]

Signature (Grantee) Date

David A. Ra, Chief Operating Officer 703 993 8738

Print Name/Title Direct Phone

George Mason University Foundation, Inc. Grant Number: [redacted]

[redacted]

8 April 2013

Energy and Enterprise Initiative

Narrative

Key Strategies & Activities

E&EI is working to change the conversation on climate and energy. The status quo is a shouting match over the existence of a problem, fueled by strident opposition to acting on an issue "owned" by progressives and identified with lightning rods like Al Gore and President Obama. We are working to attract conservatives to compete in the marketplace of ideas and rally behind a free-enterprise solution – an endeavor which fits well with the current narrative among conservative leaders that their future relevance requires broader appeal, especially with younger voters.

The policy cornerstones we advance -- a revenue-neutral tax swap and the elimination of subsidies -- form a genuinely conservative, limited-government, liberty-enhancing, pro-growth, free-enterprise solution. Our approach presents a vivid contrast to current policies and proposals that incorporate complex regulation, mandates and subsidies. It's a principled approach behind which courageous conservatives can rally and behind which more timid conservatives can stand as part of a grand bargain on America's structural deficit. While we hope to persuade and excite the majority of conservatives, our goal is more modest: to persuade a plurality sufficient to offer the political backing for safe, bipartisan collaboration. We're aware that changing the conversation will take time and that we must help build a constituency for action. We believe that the most likely legislative vehicle—a grand bargain—will emerge only when political constructs ("cliffs" of various sorts) are overrun by market pressure for action on America's structural deficit.

E&EI planned activities for 2013 are described below. Two new activities are described first.

<u>NEW ACTIVITY: Educational Organizing</u>

Over the next year, E&EI hopes to intensify and expand our work with conservatives at the state level. This is a new, significant activity for E&EI that we believe is essential for our future success. The fundamental challenge we aim to overcome is this: While E&EI has proven ability to engage movement-defining conservatives in an intellectual discussion of conservative principles, too many opinion-makers remain reluctant to act publicly because they feel too little concern and support from the base.

Our organizing effort has four phases. The first phase – polling Republicans for insights on effective messaging – has been completed. The second phase – testing messages and digital strategies for list building – is imminent and scheduled for completion within a few weeks of the close of our de-facto fiscal year (May 31). The third phase – rolling out proven messages and digital strategies to build a high-quality list in target states – will be implemented during the grant term. Overlapping with the roll-out phase, the fourth phase – exercising our list for education organization and action – will also be started and refined during the grant term.

The team is the E&EI staff, Bob Honold of Revolution Media, Ed Maibach of 4C and Tony Leiserowitz of the Yale Project on Climate Change Communication, along with George Abar of Engage Strategies. (In addition, we are in discussion with R Street and Young Conservatives for Energy Reform about potential list-sharing collaborations).

Here we describe each phase in turn.

Phase One: Messaging Parameters (completed):

In the spring of 2013 we worked with Ed Maibach and Tony Leiserowitz to better understanding the climate-and-energy views of conservatives. Ed and Tony conducted polling of 726 Republicans and Republican-leaning independents. Based on that analysis and their previous polling and message testing, Ed and Tony have recommended to E&EI the most compelling issues and message-frames to move conservative Americans to action.

Phase Two: Digital message testing (to begin presently and paid for in-large-part by 4C and in-part by E&EI from our current grant-term budget)

In the second phase of the effort, we will work with Honold to online-test message strategies with targeted conservatives in Florida. The process entails using targeted online ads to encourage conservative citizens to click through to a web page for more information and "sign up" for the effort. We have selected Florida because of its important role in policy debates, moderate political views, and vulnerability to climate change impacts, along with E&EI's early success working the ground there. With insights from Ed and Tony's polling, we will test 2-3 variations of four message frames (accountability, free enterprise, the EPA and climate impacts) using geo-targeted banner and interstitial ads on two broad-appeal conservative media sites (i.e. Fox News and RedState). We will also test iterations of the four message frames on Facebook, using micro-targeted placement to isolate best-performing demographics (i.e. folks under thirty-five who have "liked" Marco Rubio or Illena Ros-Lehtinen). In other words, these efforts test the "hook"; the images and words which motivate conservatives to learn more.

We will also test the "reel"; the presentation of information displayed upon clicking our ads which best motivates conservatives to sign-up to work with E&EI. The Revolution Media team will build us two landing pages for this purpose, and we will work with Revolution to produce two short videos for the recruitment pitch. Ultimately, the best-performing landing page will be branded as "taxswap.org" and it will serve as our online recruitment hub.

Our rigorous message-testing strategy reflects our long-term goal to marshal an army of conservatives ready to educate, organize and act. Such ambition is only possible with lean and aggressive list-building, so we need to know which messages, ads, and recruitment strategies work best and on whom they work best. With that powerful data in hand, our recruitment efforts will run at optimal efficiency.

Phase Three: Roll-out and targeted recruitment (to begin in the coming grant-term and continue)

In the third phase of the effort we will review the results of the effort in Florida to identify the top performing messages, iterations and venues and expand our effort into five additional states (Ohio, Michigan, Tennessee, Wisconsin and Illinois), plus a substantial roll-out in Florida.

Phase Four: Facilitating educational action (to begin in the coming grant-term and continue)

Our resulting lists will be geographically disaggregated and frequently exercised with news, empowering information, event alerts, event-participation and volunteer opportunities, and social-media and recruitment drives (i.e. pushes to trend up #taxswap on Twitter). We will identify leading conservative advocates and call upon them to help organize local events and outreach.

Honold and Revolution Media are expert in digital campaigns for political candidates and issue advocacy. Their expertise combined our own expertise, research insights from Ed and Tony, and the iterative nature of the plan will allow us to successfully build a high-quality and impactful list. Some organizations have the luxury of purchasing existing lists. There is no major list in our world. We plan to apply what we learn to collaborative efforts with R Street and Young Conservatives for Energy Reform.

Our goal is to support high-level grasstops outreach with grassroots support, giving leaders faith that climate and energy is a concern among key groups of conservative individuals. This base of support is essential for conservatives to get behind any national action on climate change.

NEW ACTIVITY: Educational Outreach on Capitol Hill

E&EI plans to retain a legislative affairs director to meet regularly with Hill staffers in order to breakdown rampant misconceptions about a revenue-neutral carbon tax and develop relationships for the long haul. Misconceptions are very apparent in Hill meetings. Otherwise smart and informed staffers frequently believe that a carbon tax would hit all energy sources like a BTU tax; they believe a carbon tax would hit feedstocks to the chemical, high tech, and plastics industries; they doubt that there is any conservative support and that there are any conservative voters who care about climate.

We also need to build relationships with conservative delegations in each of our target states. Over time, these meetings will gain relevance and attention because of our efforts in these states and districts. In this way, outreach in the districts and outreach on the Hill go hand-and-hand. We will not be lobbying; we will be educating and building relationships. We are planning this hire for Fall 2013 once our on-the-ground list-building is underway and accelerating.

Events

E&EI will continue to sponsor and participate in events that gather conservatives to discuss climate and energy policy. E&EI participated in dozens of these events last year at universities and colleges, policy groups and other venues. We will continue to use events to engage with College Republicans, Federal Societies, business and policy groups, business executives, evangelicals, former elected officials, and others. In addition to laying claim to the future, we hope that our work among college students, law students, business school students and young evangelicals equips them to be ambassadors to their parents and grandparents.

Papers

E&EI will recruit conservatives to write 1-2 commissioned papers/studies to contribute to the analytical firepower of our message. Papers will be concise and consumable by a broad audience, but also rigorous and substantive. Their audience will be activists and the political, policy and activist press. These will not be academic papers, though academic research will form their core. E&EI will solicit concepts, recruit authors, and pay fees for writing.

In addition, E&EI will sponsor a second-annual competition for young conservative thought leaders. We will soon announce our writing-contest winners for 2013. (One winner is a Cuban-American Floridian who co-wrote a powerful letter to Marco Rubio; our runner-up is a GOP Hill staffer using a pen name for fear of being fired).

Media Communications

E&EI will promote its message, events and papers through online media and through earned media on radio and television. We will focus on conservative networks but accept opportunities with mainstream media as well since both have tactical benefits. We are developing a reputation as one of the go-to conservative voices on climate and we hope to build upon that progress with higher-profile media in the coming year.

Collaborations

E&EI will continue its efforts to collaborate with other conservative organizations working on climate and energy. Over the past year, E&EI has identified and nurtured relationships with conservative groups and leaders, which is leading to some collaborative efforts, especially with the R-Street Institute and business executives.

Critical factors in the external environment

Prospects of comprehensive tax reform

We expect tax reform to be part of the Congressional debate this session. Bill number H.R. 1, for example, has been reserved in the Representative Camp's expected proposal. While we do not expect Mr. Camp's proposal to include a carbon tax, it opens the door for discussion. We expect other Senators and House members to float carbon tax proposals or raise the issue. The reputations of those members and the specifics of their proposals will influence our work with conservative policy thinkers.

Tea Party power

The Tea Party movement remains an important external influence in policy debates. The Tea Party is not monolithic, but in general its policy arms and affiliated organizations oppose carbon taxes. (There is some variability among active, self-described Tea Party supporters if the tax is revenue neutral.) The Tea Party's influence over conservative thinking has waned some in 2013 but it remains quite strong. For example, in the past year, we've seen identification with the Tea Party drop from 24% to 8%. More anecdotally, some of the Tea Party's notable policy spokespeople, such as Sarah Palin, Glenn Beck, Michelle Bachmann and Alan West, have faded from the national spotlight. And in many states, a substantial proportion of once-active Tea Party groups are now inactive. E&EI has found that this dynamic has created more room to discuss climate change and conservative policy solutions at the state and federal level. Nevertheless, the greatest obstacle to policy discussions with conservative leaders remains their concern with a backlash from the Tea Party.

Natural gas

The growth of natural gas production has the potential to alter the policy discussion. It is understood, for example, that ExxonMobil's tepid endorsement of a carbon tax is based on its natural gas holdings. A carbon tax would hit dirtier coal harder than cleaner natural gas. While most Marcellus Shale states also mine coal, many shale states do not mine (much) coal and have a clear interest in policies to promote natural gas (e.g. Great Plains, upper Midwest, and parts of the South).

EPA rulemaking

The EPA rulemaking process provides E&EI the opportunity to discuss other policy options with conservatives. E&EI's message is that a price signal is far more efficient and more powerful than clumsy, litigation-prone, domestic-only regulations. Conservatives are obligated to offer an alternative policy to EPA rulemaking through the Clean Air Act. As 111(b) becomes imminent and rules for 111(d) are announced, we expect more conservatives to become interested in alternatives.

Internal challenges

Timing of grasstops outreach and grassroots development

Most grasstops leaders within the conservative movement are reluctant to act until climate science and solutions have more support from the conservative base. However, it takes considerably longer to develop rank-and-file support than to engage grasstops thought leaders. It has been a challenge to move our grassroots outreach at the same pace as our grasstops outreach.

Manpower constraints

Our ambition, shared with our funders, requires more staff and top-tier consultants. We are currently a team of three employees (plus the counsel of George Abar at Engage Strategies). Over the past year we endeavored to transition from a 'speakers bureau' model to an organizational model. Intensely hard work and a lot travel has kicked-off this transition well, and our impact will grow with new staff responsible for outreach, administration and legislative affairs.

It's lonely on the environmental right. Whereas hundreds of millions of dollars and five decades of institutional learning have built an environmental left and a carbon-indifferent right in America, E&EI and a few other small groups are charting new territory on the environmental right. We are endeavoring to do a lot more with a lot less, and with a paucity of allied organizations offering back-up. It's a massive, thrilling challenge.

Comparative advantage

E&EI's primary advantage is its conservative profile, especially in its founder Bob Inglis. Although E&EI is fully aware of the ways in which Inglis' 2010 primary defeat colors how he is perceived by many in the media and policy community, the fact remains that Inglis maintains strong relationships with conservative leaders at many levels. We would point to productive conversations over the past year with Governor Brownback, Governor Kasich, Senator Portman, former Governor Bush, James Murdoch and others as evidence of Inglis' reach. A secondary advantage is E&EI's (and Inglis') opposition to cap-and-trade proposals. While some conservative leaders backed cap-and-trade (for their own good reasons), E&EI is not associated with that policy initiative, which has become the epitome of liberal climate policies among conservatives. Remaining unscathed by cap-and-trade helps to open the door for E&EI credibly to engage conservatives about alternative solutions. We would point to E&EI's ability to partner with conservative organizations and individuals at the state level in events and other activities, along with the regular flow of invitations and press inquiries for Inglis and E&EI staff. Examples include Wheaton College, University of Chicago, The Dole Institute, Florida's James Madison Institute and a score of Federalist and College Republican chapters.

[redacted]

010430
subj file

[redacted]

December 3, 2015

David Roe
Chief Operating Officer
George Mason University Foundation, Inc.
4400 University Drive, MS 1A3
Fairfax, VA 22030

Dear David,

I am pleased to inform you that the [redacted] has approved a grant to George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc., in the amount of $75,000.00. The grant period is twelve months, from November 1, 2015 to October 31, 2016.

This grant is designated solely for the purposes expressed in George Mason Center for Climate Change Communication (4C)'s September 23, 2015 proposal and October 27, 2015 budget to the [redacted] Your [redacted] contact for work performed under this grant is [redacted]

Grant payment will be generated upon the [redacted] receipt of the signed grant agreement. The final financial and narrative report deadlines are stated in the grant agreement. However, if you intend to apply for a renewal grant, we must receive your final report before the renewal proposal.

The success of the [redacted] will depend on the success of our grantees. In order to make the largest impact with our limited funds, we will rely on you and your colleagues to keep us informed of progress and trends in the field, and of your work in particular. For this reason, we ask that your reports tell us the good and the bad, the success and the failure. This will strengthen and speed our learning.

Please carefully review the terms and conditions explained in the enclosed grant agreement. Sign one copy of the grant agreement and return it to us. Upon receipt of the form, we will forward your payment.

Please refer to grant [redacted] in all future correspondence and reports which relate to this grant.

Please do not hesitate to contact the Grants Department via email at [redacted] should you have any questions about this grant or our policies.

Sincerely,

[redacted]

emailed 12/11/2015

[redacted]

[redacted]

Grant Agreement
Terms and Conditions

Date: December 3, 2015

We are pleased to award the following grant.

Grant number:	[redacted]
Grantee:	George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc.
Address:	4400 University Drive, MS 1A3 Fairfax, VA 22030
Project Contact:	Ed Maibach Director
Phone:	(206) 543-4190
Email:	emaibach@gmu.edu
Grant Sector:	Climate
Grant Amount:	$75,000.00
Time Period:	Twelve months, from November 1, 2015 to October 31, 2016

Grantee agrees and consents to the conditions of the proposal submitted to the [redacted] and to the following conditions of the grant:

Grantee shall use this grant solely for the purposes as expressed in George Mason Center for Climate Change Communication (4C)'s proposal document submitted to the [redacted] which incorporates a description of the project work to be provided, dated September 23, 2015, and project budget, dated October 27, 2015 to the [redacted] It is understood that these grant funds will be used for such purposes substantially in accordance with the budget submitted. Grantee shall repay to the [redacted] any portion of the amount granted which is not used for the purposes of this grant.

The grantee agrees that no funds provided pursuant to this Grant Agreement may be used to contact, or urge the public to contact, members of a legislative body for the purpose of proposing, supporting, or opposing legislation; or to advocate the adoption or rejection of legislation. See Treasury Regulation section 1.501(c)(3)-1(c)(3)(ii).

Grantee ensures that the grant funds under this award will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. Grantee also agrees to take all reasonable precautions to ensure that any person or group expected to receive money from the grantee will neither make any payment nor provide any material support to any person on any United States government list of suspected terrorists.

Grant payment will be generated upon the [redacted] receipt of the signed grant agreement.

[redacted]

Reports, both narrative and financial, are due strictly according to the schedule below. The financial reports should show revenues and expenses for both this grant and the project. Clearly show the amount funded by the [redacted] and how these funds have been spent according to the categories of the submitted budget. Use three columns for the report:

Column 1 -	Present the entire project budget (all sources of revenue and expenditures) as included in the original proposal;
Column 2 -	Present the actual revenue and expenditures for the project in total;
Column 3 -	Present the actual revenue and expenditures funded by the [redacted] grant only.

Reports are due as follows:

Final Narrative report due no later than:	January 1, 2017
Final Financial report due no later than:	January 1, 2017

If grantee intends to apply for a renewal grant, the [redacted] must receive an interim narrative and financial report along with the new grant application.

Grantee shall not use any portion of the funds granted to carry on propaganda or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, to influence the outcome of any specific voter registration drive, to make grants to individuals on a non-objective basis, nor for any non-charitable or non-educational purpose. Please include a positive disclaimer to both narrative and financial reports that no [redacted] funds were used for lobbying purposes.

Grantee shall notify the [redacted] of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel, changes in tax status, and changes in the project timing or goals.

Grantee shall permit representatives of the [redacted] to visit the premises during normal business hours and review the activities of the Grantee with respect to the programs supported by this grant.

Grantee may announce receipt of this grant. Please furnish the [redacted] with any results of this announcement.

Please refer to grant number [redacted] in all future correspondence and reports which relate to this grant.

The board and staff of the [redacted] are pleased to be able to make this grant to your organization. Please sign and return one copy of this grant agreement as evidence of your understanding and agreement with the terms and conditions defined in this letter.

[redacted]

12/10/2015

Signature Date

Director of Administration + Real Estate 703.993.8738

Print Name/Title Direct Phone

George Mason University Foundation, Inc. Grant Number: [redacted]

[redacted]

[redacted]

Attachment A

[redacted]
to
George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc.,

[redacted] grants are not to be used for overhead costs or indirect expenses for universities.

This policy was passed at the November 1, 1991 Board of Directors' meeting.

[redacted]

Authorized Signature/Title

12/10/2015

Date

Director of Administration of Real Estate

[redacted]

republicEn

Proposal for operational support

Made to [redacted]

September 2015

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Ultimate objectives and theory of change

The Energy and Enterprise Initiative opened a new chapter in conservative climate leadership by launching the **republic**En community in November 2014. The objective of **republic**En to build a well-

educated constituency of validators and grassroots advocates unified under a common banner and acting with a common purpose for free-enterprise leadership on climate change.

Two central premises anchor our theory of change: Firstly, politicians follow more than politicians lead. Secondly, the grassroots constituency exists for conservative climate leadership. It's unorganized and therefore invisible and untended. A visible, telegenic **republic**En community that's active, growing, and effective is a magnet for new climate leadership. Achieving a thriving **republic**En community is less a challenge of persuasion and more a challenge of identification, enrollment and community management.

At the heart of our educational efforts is the most elegant, effective and limited-government approach available for mitigating climate change: a steadily-rising, revenue-neutral, border-adjustable carbon tax. For lawmakers and public figures, there are incremental steps between "I'm not a scientist" and endorsing a carbon tax as the free-enterprise alternative to EPA regulations. The **republic**En community must balance facilitating those incremental steps – for recruits, influencers, and Members of Congress – with our pursuit of carbon-tax momentum.

As we grow the community and its reputation builds, politicians and influencers will compete to lead the constituency represented by **republic**En.

Momentum is swinging to the agents of reform. Climate realism is an awkward position without pragmatic solutions. As more Republicans adopt climate realism, we expect higher demand for conservative solutions. As of August 2015, no fewer than seven Republican presidential hopefuls have positioned themselves more on the climate-realist side of the spectrum but as yet have not offered any discussion of alternative solutions (Bush, Graham, Christie, Fiorina, Paul, Kasich, Pataki). We believe that a vibrant and growing constituency for conservative climate leadership can bring out more climate realist Republicans and accelerate the transition to solutions messaging.

How we're building a grassroots community – summary

Authenticity is our reputational ambition. We are a real community of real people. Anyone can see our faces and read personal statements about why each of our members choses to be **En**. We have leaders who represent the community to new audiences, media and donors, but most of the investments and activities ahead focus on growing the community (i.e. recruitment) and fostering an active community where our members are actively educating their networks and embracing the pro-solutions **republic**En identity (i.e. engagement). These investments can be split broadly into 1) on-the-ground programming, and 2) digital ecosystem and content.

On-the-ground programming, recruitment and engagement

Operational Hubs in Florida and Illinois

We have republicEn contractors in Miami and Chicago who organize face-to-face outreach, local programming, and relationships with Members of Congress and other state leaders (see 'Team' section below). Our objective in each hub is to move the needle on climate action by developing and resourcing small groups of committed **republic**Ens and backing them up with media and digital support.

> ***Momentum Snapshot**: Our republicEn community includes the chairwoman and several executive board members of the Miami Young Republicans. On 8/25/15, the Miami Young*

Republican hosted an energy, climate and Everglades event entitled "The State of Conservation" with Congresswoman Ileana Ros-Lehtinen and Lt. Governor Carlos Lopez.

***Momentum Snapshot**: "Climate change is real; fossil fuels are mostly responsible; free enterprise can solve it; conservatives can lead and win this issue back." Some version of that message got conservative audiences to stand and make noise at the Young Republican National Convention in Chicago, at the Florida Young Republican state annual and quarterly conventions, at Florida and North Carolina Boys state and at several smaller events in Florida.*

***Recruitment Highlight**: At least 40 of our 180 republicEns (as of September 2015) are elected officers of Young Republican chapters or regions in Florida or Illinois.*

In 2015, we had our first events with Members of Congress from our hubs (see next section). In 2016, we aim to show more examples of Florida and Illinois leaders and Members of Congress stepping forward with republicEns to discuss climate change and call for conservative leadership.

Note on pausing Wisconsin: We decided in early summer 2015 to pause our work on-the-ground in Wisconsin and reassign Kevin Croswhite (our Wisconsin state director) to a new role leading our digital strategy and infrastructure. Making use of Kevin's newly acquired capacities was a key factor in our decision to pause our hub operations in Wisconsin. Another factor in our decision to pause our hub operations in Wisconsin was our assessment that Rep. Paul Ryan will be hesitant to make waves during the presidential primary. Lastly, republicEn recruitment and interest from key conservative leaders was weaker in Wisconsin than Florida or Illinois. We decided to focus our on-the-ground resources on those states and also free-up some bandwidth for 2016 to look for success in early primary states, especially South Carolina.

Engaging Members of Congress

We spend some time on Capitol Hill, but our primary deliverable is grassroots education, which we believe is necessary before Hill education will be effective. However, we keep relationships with Hub-state Members, climate realist Members, and other Members whom our coalition allies suggest are important to educate. However, back in their districts, the participation of Members of Congress in **republic**En events is one of the most concrete indications that **republic**En is 'moving the needle.'

Public events with Members of Congress

republicEn **is on track for one public event with a Member of Congress in each quarter of 2015.**

- Q1, Rep. David Jolly (FL-18) invited Bob Inglis to speak on an energy-and-environment panel at Rep. Jolly's "Ideas Conference" in St. Petersburg. While Rep. Jolly did not articulate a firm position on climate, he led the discussion and introduced Bob Inglis as "something of a mentor" on climate policy.
- Q2, Rep. Carlos Curbelo (FL-26) led a climate-policy discussion with 13 republicEns following a climate-impacts tour of Biscayne Bay National Park. Rep. Curbelo posed for pictures sporting republicEn gear and offered public comments on "free market alternatives" to EPA climate regulations.
- Q3 (September 22nd), Rep. Bob Dold (IL-10) will moderate a panel on "free enterprise solutions to reducing carbon emissions" with Bob Inglis, former Exelon Chairman and CEO (and member

of our advisory council) John Rowe, Illinois Energy Trust president Amy Francetic, and BP Vice President Tom Wolf. We are modeling the event after Rep. Jolly's "Ideas Conference."

- Q4 events (dates TBD) with Rep. Rodney Davis (IL-13) and Rep. Carlos Curbelo (FL-26). The aim is an "Ideas Conference" type event with Rep. Davis and a more ambitious climate conference with Rep. Curbelo (tentatively called the "Curbelo Millennial Climate Change Conference"), for which we may partner with the Millennial Action Project.

We have demonstrated two templates for events with Members of Congress that offer a first-step to engaging with **republic**En and the issue, but shield against pressure to take a firm position on specific solutions.

1) Make the Member of Congress the event moderator (e.g. April with Rep. Jolly; September with Rep. Dold). The Member asks questions to experts in their district.
2) Join the Member of Congress in a climate-change learning experience (e.g. June with Rep. Curbelo). The Member explores climate impacts in their district with experts and constituent **republic**Ens.

Into 2016, we plan to achieve **more events** with Members of Congress; and **more specific focus on climate change and climate-change mitigation**.

Media

Placing and earning media is important for building local relevance and credibility, improving issue salience, reaching new audiences for recruitment, and sending overtures from the republicEn community to influencials and Members of Congress. We have developed a reputation as one of the go-to conservative voices on climate, and we hope to build upon that progress with higher-profile media.

Media metrics 2015

We are on track to meet or exceed our media goals for 2015.

Venue	Metric	2014 Goal	2014 Total	2015 Goal	Jan to Aug 2015 Total	2016 Goal
National Papers	• Editorials • News articles about republicEn	3	4	12 (National Outlets*)	19	25
Target-State Papers	• Commentary by or about republicEn	10	11	14	9	20 (includes early primary states)
Non-Target-State Papers		N/A	14	12	30	20
Political/trade press [conservative leaning]		[3]	14 [5]	[5]	36 [6]	[10]
Talk Radio	• republicEn interviews	25	26	32	15	35
TV Interviews	• republicEn interviews	4	8		13	

*For 2015, we broadened the metric for 'National papers' to 'National outlets' include major regional papers (e.g. Dallas Morning News), major websites (e.g. Politico), and major magazines (e.g. National Geographic).

Town-and-gown events

Turning real conservatives out for events is important for earning media, in-person recruitment, and establishing local presence. We improve our prospects of conducting events with the participation of Members of Congress in hub states by developing a track record of productive and entertaining events with good attendance.

republicEn continues to sponsor and participate in events that gather conservatives and independent-minded young people to discuss climate and energy policy. We will continue reply heavily on audiences convened with the Young Republicans, College Republicans, Federalist Societies, and business, civic and faith groups.

Event participation metrics 2015

College events 2015

So far during 2015 (January 1 – August 31) republicEn has spoken to approximately 539 students at 16 college audiences across 9 different schools. We do our best to collect accurate numbers and keep track of the political makeup of audiences we reach. For college events during the grant term, we reached:

- 6 events with conservative audiences (~49 total participation)
- 6 events with mixed audiences (~435 total participation)
- 4 events with liberal audiences (~55 total participation)

Conservative, business and community events

So far during 2015 (January 1 – August 31), republicEn has spoken to approximately 3,340 people across 44 events. For non-college events during this period, including business, faith, policy, community, environmental and partisan groups, we reached:

- 20 events with conservative audiences (~1,700 total participation)
- 14 events with mixed audiences (~1,140 total participation)
- 10 events with liberal audiences (~610 total participation)

We have surpassed our 2015 goal for conservative event participation.

	2014 Goal	2014 Total	2015 Goal	Jan – Aug 2015 Total	2016 Goal	
Conservative Event Participants	1,500	1,665	1,500	1,700	3,000	**Does not include conservatives in "mixed" or "liberal" audiences.*

Digital ecosystem for community development

We have three priorities for **republic**En's online presence: 1) the production of highly sharable content; 2) a focus on showcasing supporters and their voices; and 3) evidence-based optimization of recruitment and engagement strategies. Our new website reflects these priorities.

A new republicEn.org web platform, built for growth

republicEn.org is a community. To allow us better flexibility in building that community it made sense to invest in-house time rebuilding our online platform without a content management system. Our resident autodidact Kevin Croswhite – after two years of web-design study – rebuilt our platform with Ruby on Rails to maximize our flexibility to build-in more custom functionality over time.

A user authentication system is the most central function of our new web infrastructure. Moving forward, members of the **republic**En community will have access to exclusive content, exclusive action opportunities, and a private portal for communicating and planning with fellow members.

Organic Content and Engagement

Our **republic**En community and **republic**En's followers on social-media platforms constitute our organic reach. In contrast, 'paid reach' pushes our content to new audiences who would otherwise not see **republic**En content in their social-media feeds or inboxes. Organic engagement is critical to retain followers and leverage their networks for organic growth. When organic content performs well by generating a lot of discussion and sharing, it becomes a prime candidate for promoting to new audiences. Our online platforms are messaging laboratories, and the efficiency of their predictive power improves as our organic reach grows.

The **republic**En community forms core of our organic reach. In 2016, we aim to make the community a major source of organic content. Our new digital and community-management capabilities allow us to really invest in generating content by and about the **republic**En community.

Focus on supporters

republicEn.org is anchored by the individual profiles and actions of **republic**Ens. Every **republic**En has a personal profile on our site. Into 2016, we want republicEn.org and our community pages to look and feel alive with activity and growth. Here are two current examples of supporter-focused content.

Current Example 1 – Featured Profiles. We are beginning to roll-out new profile content, starting with three 'featured republicEns' in September, and a regular stream of expanded and featured profiles to follow. Our first three featured republicEns are 1) Paul Skinner, a recycling entrepreneur and the national committeeman for Florida Young Republicans; 2) Jessica Hernandez, a conservative campaign operative and Chair of the Miami Young Republicans; and 3) Micah Green, a conservative climate scientist at Texas Tech. Later in the fall, we will roll out a series of badges reflecting **republic**Ens' experience and contributions to the community.

Current Example 2 – Climate Eye. This platform sends social-media alerts every time a Presidential hopeful says (or dodges) anything about climate change. The alerts include links to sources and videos. Anyone who follows our feeds can see the alerts. On our community website, **republic**Ens can comment on each alert and vote to approve or disapprove of each candidate statement. (We have built the functionality and in September are testing it with **republic**En volunteers now.) We aim to create content from **republic**En engagement with the alerts; e.g. infographics showing **republic**En approval/disapproval of specific alerts or of candidates' aggregate portfolio of climate statements. And what if **republic**Ens creates the news for Climate Eye alerts? We are working on an expansion to the

Climate Eye that creates opportunities for people to 'dare to ask' presidential candidates if they think free enterprise can solve climate change.

Evidence-based strategies for paid reach for recruitment and engagement

The next section outlines quantifiable Key Performance Indicators. These are metrics which help us better understand and serve the **republic**En community and help us better target and reel-in prospective recruits. We have a lot of recruitment ahead of us – both online and in person. We view as part of our core mission the discovery and demonstration of efficient ecoRight-recruitment messaging and content related to climate action.

Everything we promote is tied to one or more recruitment pathways. For example, a Facebook campaign may drive email conversions through a landing page or Facebook-app, and those prospective **republic**En**s** are targeted for recruitment with tailored emails.

Everything we promote also helps us narrow to whom we promote. Specifically on Facebook, when we see good performance on any promotion (for web traffic, engagement, or page likes) and run it long enough to hit vague spending thresholds, Facebook provides a list of interests and demographic traits that best predict success for that ad unit. Additionally, across different platforms a tracking pixel lets us follow website visitors and followers who haven't yet joined the community. This segment has a higher conversion rate and we can serve content directly to those people via Facebook and Google.

Most of our resources on social media go to **Facebook** because it offers the richest data and allows the best targeting. In 2016, we will almost always be running two simultaneous campaigns: One to cast a wide net for overall page likes and website traffic, and one that experiments with narrowly tailored targeting to determine audience traits for optimized targeting on the larger scale. As the campaigns proceed, our demographic profiles are honed and cost-efficiency will continue to improve.

With improved targeting, we estimate a new cost per like of between $0.30 - $0.60. A goal of an additional 70,000 likes (to exceed 100,000 organic Facebook reach) would cost between $21,000 - $42,000. Web-traffic promotions on Facebook may prove more efficient than page-like promotions for converting active **republic**En members, in which case we would trade-off resources.

Some content feeds perform better on different social platforms. For example, Climate Eye derives most of its traffic from Twitter, which lends well to the 'alert' function of Climate Eye. We aim to test whether Twitter Advertising is cost-effective in growing Climate Eye traffic and corollary recruitment pathways. We also aim to experiment with keyword strategies and a limited budget to drive traffic from Google search and ensure we rank highly in relevant searches.

Insights snapshot: results from June-July 2015 Facebook experimentation

- *Best performing ad campaigns invoked Reagan's environmental legacy, with the most successful campaign coming in at $0.31 per like acquisition (vs. the overall average of $0.77 per acquisition).*

- *Ad campaigns performed best with people that are married, have families, rural, red states, low to moderate income, low to moderate education attainment. Cheapest for 35-54 demographic. Insignificant difference between women and men.*
- *Current Facebook page engagement is consistent with this demographic, and does not skew younger as we expected.*

Quantifiable Key Performance Indicators

- How many republicEns are active, and how active are they?
 - Number of profiles (active and inactive)
 - Average online engagements per active republicEn
- How well is republicEn.org performing?
 - Unique visitors per month
 - Page views per visit + bounce rate vs. industry standards
 - Referral traffic from social media platforms, earned media, and Google search
- How well is the republicEn brand and message performing on social media?
 - Engagement rate
 - Follower growth
 - Influencer follows and engagements (e.g. journalists, policymakers)

Cost per Conversion and Conversion Rate are metrics reportable across most of our content, promotions, and even events (though less precisely). Conversion goals apply to email signups, Facebook like acquisition, Climate Eye votes, new **republic**En profiles created, etc. Conversation rates are reportable for all calls to action across all online platforms. Additionally, we track cost per conversion for promoted content. We track these through Facebook Insights and Google Analytics.

Starting in 2016, we plan to include a metrics report highlighting performance and data insights in our monthly updates to funders. Sharing this data with funders (and potentially close 501(c)(3) allies) will create little new work for us, and making sense of all this data is critical to improving the **republic**En community experience, optimizing our content and action touchpoints, and driving down costs per recruit.

Collaborations-

EcoRight Coalition

The 'ecoRight' is a term of affection we use for our group of allies on the right. The core is the R Street Institute, Niskanen Center, ClearPath Foundation, Citizens for Responsible Energy Solutions, **republic**En, and several individuals (e.g. Rob Sisson, AEI scholars). We also like to include all the energy-freedom and solar-freedom folks.

Into 2016, we want to offer **republic**Ens more access to the ecoRight coalition. We're cooking up various ways to showcase our friends and their ideas, and ways to create engagement with our community. Our community manager – Rebecca Bernbach – is motivated to lead this project and brings experience managing coalitions at the Cato Institute.

Research

We are adding to the knowledge base about what works with conservatives. In 2016 we want to do better about sharing that knowledge with allies who can put it to use. For insights, we have leaned on Rich Thau, on James Dozier's pollsters, and on Ed Maibach, or host and head of the Center for Climate Change Communications at George Mason University.

We are also delighted with opportunities to help meaningful polling and academic research. Earlier in 2015, the Energy Foundation, in partnership with the Analyst Institute, wanted to test the efficiency with which various messages can get Republican-leaning voters to patch through and thank their Member of Congress for leadership on clean energy. "The Energy and Enterprise Initiative" was the sponsor named on the calls in eight states: CO, NV, IA, IL, MN, OH, WI, VA. Another two states were called in partnership with our friends at the Michigan Conservative Energy Forum and North Carolina Conservatives for Clean Energy. The experiment made 5,744 patch through calls at an overall rate of 2.1%. No message theme was overall more successful. A jobs message played better with men, and legacy and health themes did better with women.)

Advising or sponsoring research projects doesn't take much time or many resources, and we garner insights and reputational benefits (e.g. with [redacted] research, we happily took credit for 5,744 thank-you calls received by Senators and Representatives.

Team

Leadership

Bob Inglis is our chief brand ambassador for the **republic**En community. He speaks frequently at **republic**En and other events, leads outreach to public leaders and potential validators, and represents **republic**En to media and potential donors. Into 2016, we are developing content to grow and engage Bob's personal following and make him more easily accessible to active members of the community.

Alex Bozmoski coordinates republicEn staff and workflow and acts as a deputy brand ambassador, especially in DC and to Millennial conservative audiences.

Media

Price Atkinson does all our media pitching and media relations. He manages our blogs, press releases, and emails and curates our social-media feeds.

Community / Digital

Kevin Croswhite is responsible for our website, optimizing our digital recruitment pathways, and building the functionality/infrastructure for new community content.

Rebecca Bernbach was hired in August 2015 to lead **republic**En community management. She is the first point of contact for all new members. She is responsible for sourcing and optimizing **republic**En recruitment promotions and community content, connecting with **republic**Ens on social media, and tracking **republic**En engagement.

Greg Cordell at Brains on Fire advises our team on community-development and social-media strategy. In addition to helping us craft strategy, into 2016 Greg will always building the look-and-feel of a new **republic**En campaign for us to test.

State programming

Anthony Bustamante and Groundswell Strategies is our highly capable team based in Miami. Anthony is a well-known and successful operative in Florida, having started as Sen. Marco Rubio's first Senate campaign staffer. He and his deputies coordinate **republic**En events and outreach in south Florida.

Doug O'Brien is a veteran Republican operative in Chicago, and formerly Rep. Mark Kirk's chief of staff. Doug coordinates grasstops events for republicEn and provides access to key public officials, donors, and other influential conservatives in Illinois.

Counsel

Elliot Berke provides legal counsel to ensure all our activities are comfortably within the scope of our educational mission. He also represents Leader Kevin McCarthy and the Republican National Convention.

Development and Budget

Please see two attached workbooks.

1) *republicEn 2016 categories and projections.xlxs* – includes a baseline projection ($1,369,000) and a conditional projection (plus $249,000).
2) *republicEn financials Jan 1 2015 – August 31 2015* – shows 2015 revenue ($644,000) and spending ($815,000) year-to-date against 2015 projections from earlier proposals.

Prospective funding sources

During the fall of 2015:

- We are hopeful for renewal grants from the [redacted]
- We hope to hear good news from the [redacted]
- We will ask [redacted] for renewed support ($100,000 target)
- We will ask individual donors for renewed support ($35,000 target)

During 2016:

- [redacted] is a very significant lead. We have been invited to submit a proposal in winter for 2016 funding. Doug O'Brien leads our relationship with the [redacted] We are exploring options to include partners in our proposal, with a view to request a large multi-year grant.
- We are hopeful for renewed support from [redacted] ($100,000 target).

subj file
010430

[redacted]

December 20, 2016

Energy and Enterprise Initiative
George Mason University
MS 6A8
Fairfax, VA 22030
Attention: Bob Inglis

Dear Bob:

We are pleased to inform you that the [redacted] ("***we***") have agreed to make a grant of $75,000 to George Mason University ("***you***") for the year 2017, pursuant to your grant proposal sent to us on December 19, 2016 (the "***Proposal***") entitled "Request of [redacted] (the "***Project***") and subject to the terms and conditions set forth in this agreement letter (the "***Grant***").

1. Payments

As long as, in our judgment, the terms and conditions set forth herein continue to be met, we will provide to you $37,500 in January 2017 and $37,500 in July 2017.

2. Your Tax Status

The Grant is conditioned on our understanding that you are an organization exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code (the "***Code***") and are not classified as a private foundation under Section 509(a) of the Code because you are a "public charity" described in Section 509(a)(1) or (2).

3. Purpose of the Grant

The Grant is made to help you achieve the objectives of the project described in the Proposal, and you will perform best efforts to achieve such objectives. No part of the Grant may be used for any purpose other than those for which the Grant is intended. We may require you to repay promptly any part of the Grant funds used in contravention of the express terms of this agreement letter. Notwithstanding anything herein, you agree to use the Grant solely for purposes described in Section 501(c)(3) of the Code.

4. Reporting

You will provide us with four reports, due on April 15, July 15, and October 15, 2017 and January 15, 2018. The first three reports will cover the prior quarterly periods and the last report will cover the entire year 2017. Each report will provide a summary of your progress made in accomplishing the purposes of the Grant, including a summary of your progress toward your objectives, key events, accomplishments, challenges and failures, if any, during the relevant period. In addition, the January 15, 2018 report will include a financial report detailing how the Grant funds have been spent during the year.

After receiving a report, we will request that you discuss it with us, either by telephone or in person. You also will provide us with copies of any key documents produced during the Project, as well as informal updates as we may request from time to time.

You will keep records of expenditures and copies of the reports submitted to us until December 31, 2021, and you will make your books, records and supporting documentation related to the Grant available to us upon our reasonable request and at reasonable times until December 31, 2021.

5. Material Changes

In addition to the scheduled reports, you will promptly inform us of any change in (i) your legal or tax-exempt status, (ii) your key personnel working on the Project, or (iii) external circumstances that may have a material impact on your ability to achieve the purposes for which the Grant is made. If, in our view, any such change jeopardizes the successful completion of the Project, we reserve the right, at our option, to revise the scope of your work, by mutual agreement with you, or to terminate our funding.

6. Additional Conditions

We may desire public recognition for our role in funding this project described in the Proposal. You agree to accommodate our reasonable requests in this regard.

7. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the [redacted]

If you accept the terms of this agreement, please countersign a copy of this agreement letter and return it to us. We are very excited about this project and look forward to seeing the results.

[redacted]

I am authorized Foundation, Inc. to act on behalf of George Mason University and hereby acknowledge and accept, in the name and on behalf of George Mason University, the foregoing terms and conditions of the Grant. Foundation, Inc.

Signature: Janet Bingham

Name: Janet Bingham

Title: President, George Mason University Foundation, Inc.

Date: December 21, 2016

[redacted]

subj file: 010430

[redacted]

February 12, 2015

Energy and Enterprise Initiative
George Mason University
MS 6A8
Fairfax, VA 22030
Attention: Bob Inglis

Dear Bob:

We are pleased to inform you that the [redacted] ("*we*") have agreed to make a grant of $150,000 to George Mason University ("*you*") for the year 2015, pursuant to your grant proposal dated February 2, 2015 (the "*Proposal*") entitled "CY 2015 Proposal to [redacted] (the "*Project*") and subject to the terms and conditions set forth in this agreement letter (the "*Grant*").

1. Payment

Immediately upon receipt of an executed copy of this agreement letter from you, we will provide the full amount of the Grant to you.

2. Your Tax Status

The Grant is conditioned on our understanding that you are an organization exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code (the "*Code*") and are not classified as a private foundation under Section 509(a) of the Code because you are a "public charity" described in Section 509(a)(1) or (2).

3. Purpose of the Grant

The Grant is made to help you achieve the objectives of the project described in the Proposal, and you will perform best efforts to achieve such objectives. No part of the Grant may be used for any purpose other than those for which the Grant is intended. We may require you to repay promptly any part of the Grant funds used in contravention of the express terms of this agreement letter. Notwithstanding anything herein, you agree to use the Grant solely for purposes described in Section 501(c)(3) of the Code.

4. Reporting

You will provide us with four reports, due on April 15, July 15, and October 15, 2015 and January 15, 2016. The first three reports will cover the prior quarterly periods and the last report will cover the entire year 2015. Each report will provide a summary of your progress made in accomplishing the purposes of the Grant, including a summary of your progress toward your objectives, key events, accomplishments, challenges and failures, if any, during the relevant period. In addition, the January 15, 2016 report will include a financial report detailing how the Grant funds have been spent during the year.

After receiving a report, we will request that you discuss it with us, either by telephone or in person. You also will provide us with copies of any key documents produced during the Project, as well as informal updates as we may request from time to time.

You will keep records of expenditures and copies of the reports submitted to us until December 31, 2019, and you will make your books, records and supporting documentation related to the Grant available to us upon our reasonable request and at reasonable times until December 31, 2019.

5. Material Changes

In addition to the scheduled reports, you will promptly inform us of any change in (i) your legal or tax-exempt status, (ii) your key personnel working on the Project, or (iii) external circumstances that may have a material impact on your ability to achieve the purposes for which the Grant is made. If, in our view, any such change jeopardizes the successful completion of the Project, we reserve the right, at our option, to revise the scope of your work, by mutual agreement with you.

6. Additional Conditions

We may desire public recognition for our role in funding this project described in the Proposal. You agree to accommodate our reasonable requests in this regard.

7. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the [redacted]

If you accept the terms of this agreement, please countersign a copy of this agreement letter and return it to us. We are very excited about this project and look forward to seeing the results.

[redacted]

I am authorized to act on behalf of George Mason University and hereby acknowledge and accept, in the name and on behalf of George Mason University, the foregoing terms and conditions of the Grant.

Signature: David A Rice

Name: David A Rice

Title: Director - Sponsored Research Estate

Date: 2/24/2015

[redacted]

Energy and Enterprise Initiative

CY2015 Proposal to [redacted]

2/2/2015

Ultimate Objectives

The Energy and Enterprise Initiative recently opened a new chapter in conservative climate leadership by launching the **republicEn** community in November 2014. The objective of **republicEn** to build a well-educated constituency of validators and grassroots advocates unified under a common banner and acting with a common purpose for conservative leadership on climate change.

Our ultimate objective is a **republicEn** community strong enough in numbers and solutions to attract highly influential allies in conservative media, business and the U.S. Congress; a republicEn community active enough on social media and locally in hubs to inspire reluctant climate realists in Congress to engage with **republicEns** and publicly show incremental progress towards calling conservative leadership on mitigation policy.

Our educational efforts make the case that a steadily-rising, revenue-neutral, border-adjustable carbon tax is the best way to address climate change. We advocate for transparent pricing of energy, making the case that all costs should be "in" and all subsidies removed. We say that the government should be the honest cop-on-the-beat, internalizing negative externalities, but not picking winners and losers. We advance the concept of energy liberty, arguing that homeowners should be allowed to contract with third party installers of rooftop solar without interference from monopolistic utilities. As the tribal rejection of climate action clears (and we're actively blowing away that fog), we believe that more conservatives will embrace these concepts as consistent with their deeply held beliefs.

Theory of Change

Fostering a home for pragmatic and pro-climate conservatives is not an end in itself, but it's the means to all the ends that matter to us: that new conservative climate-change narratives emerge; more climate-realist Members and influentials self-identify and lead; and Congressional support for mitigation policy reaches critical mass.

Momentum is swinging to the agents of reform. The dominant climate science narrative in the Republican Party has evolved from hoaxer antagonism to I'm-not-a-scientist detachment. A growing bloc of elected Republican climate realists are showing more willingness to go on record acknowledging human causation, as evidenced by recent votes on Keystone amendments. Climate realism is an awkward position without pragmatic solutions. As more Republicans adopt climate realism, we expect higher demand for conservative solutions and grassroots support. A revenue-neutral carbon tax is the solution, and the **republicEn** community is our answer to this growing demand. We believe that a vibrant and growing constituency for conservative climate leadership can bring out more climate realist Republicans and accelerate the transition to solutions messaging.

Activities

republicEn recruitment and community development

We have three priorities for **republicEn**'s online presence: 1) a focus on showcasing supporters and their voices; 2) the regular production of highly sharable content; and 3) evidence-based optimization.

Focus on supporters: republicEn.org in anchored by the individual profiles and actions of **republicEns.** Every **republicEn** has a personal profile on our site which is enhanced over time with badges and content reflecting that **republicEn's** contributions and actions. Our community management keeps staff in direct contact with **republicEns** on a regular basis. Over time, our content creation will focus more and more on showcasing and engaging individual **republicEns.**

Highly shareable content: Touchpoints across all platforms fall into three action categories:

1) Spread the word – Sharing via email or social media is the trackable action for content intended to inform or entertain (e.g. memes, newsletters, republicEn spotlights).
2) Add your voice – Opportunities to identify as republicEn (e.g. vote in surveys, use a twitter hashtag, sign letters or petitions, submit a profile)
3) Show up – Opportunities to engage with republicEns (e.g. social events, talks, hub leadership meetings)

Good data insights: Our digital strategy for growing the **republicEn** community relies on data analytics and optimization to continuously improve the **republicEn** experience, optimize our content and action touchpoints, and drive down promotional costs per recruit. RepublicEn.org and all our social-media platforms and CRM are linked to a central supporter database on the Hubspot platform.

Hub development

republicEn.org will be our new digital hub, and anyone from anywhere can join, participate, and contribute their voice to the community. We are concentrating investment in face-to-face outreach, local programming, and paid promotions for education/recruitment in three regional hubs: Miami Dade metro, Milwaukee/Kenosha metro, and Chicago metro areas. Our objective in each hub is to move the needle on climate action by training and resourcing small groups of committed **republicEns** and backing them up with media and digital support.

E&EI has on-the-ground directors in Florida, Wisconsin and Illinois. Each of our hubs is developing in a unique political context and with unique assets, so our hub strategy and structure is not uniform across regions. However, our hubs share in common programming and recruitment objectives for organizing, retaining and showing-off republicEn volunteers and validators. Our hubs also share common digital strategy and infrastructure, which we anticipate helping us scale into new territories.

Supporting Activities

Local initiatives

E&EI meets new supporters everywhere we go, but it's rare to find conservatives motivated to act over and over again to build support among their peers for distant, prospective, federal tax reform. **republicEns** also run out of rope quickly if their audience dislikes a carbon tax, or if local leaders and

officials want to get involved locally but are unable to publicly and presently endorse a carbon tax. For these reasons, state directors are actively planning local educational initiatives related to climate adaptation, distributed energy and ratepayer rights. These are tactical initiatives complimentary to our mitigation mission and aimed at enhancing our local credibility and salience.

Media

Placing and earning media – especially conservative and major newspaper coverage – is important for building local relevance and credibility, improving issue salience, reaching new audiences for recruitment, and sending overtures from the republicEn community to influencials and Members of Congress. E&EI will promote its message, events and papers through online media and through earned media on radio and television. We will focus on conservative networks but accept opportunities with mainstream media as well since both have tactical benefits. We are developing a reputation as one of the go-to conservative voices on climate, and we hope to build upon that progress with higher-profile media in the months to come.

Town-and-gown events

Turning real conservatives out for events is important for earning media, in-person recruitment, and establishing local presence and relationships in hubs. We improve our prospects of conducting events with the participation of Members of Congress in hub states by developing a track record of productive and entertaining events with good attendance.

E&EI will continue to sponsor and participate in events that gather conservatives to discuss climate and energy policy. E&EI participated in dozens of these events last year at universities and colleges, policy groups and other venues. We will continue to use events to engage with College Republicans, Federalist Societies, business and policy groups, business executives, evangelicals, former elected officials, and others. In addition to laying claim to the future, we hope that our work among college students, law students, business school students and young evangelicals equips them to be ambassadors to their parents and grandparents. Henceforth, **republicEn** recruitment is a key component to our town-and-gown programming agenda.

Educational outreach on Capitol Hill

We do not spend a lot of time on the Hill. Our primary deliverable is a grassroots education, which we believe is necessary before Hill education is effective. However, we look to develop relationships with Hub-state Members, climate realist Members, and other Members whom our allies (e.g. CCI, CRES, RSI, AAF) suggest are important to educate. As **republicEns** matures in hub states, we hope to facilitate regular events and meetings between **republicEns** and their representatives.

Staff

E&EI has five full-time employees, and several regular contractors. In addition the individuals below, E&EI contracts regularly with Brains on Fire, a creative firm in South Carolina.

Core Team	State Directors	Regular Contractors

Bob Inglis (Executive Director) Former Member of Congress

Alex Bozmoski (Dir. Strategy) Solar entrepreneur; energy-policy consultant; operative

Price Atkinson (Dir. Comms) Journalist; former Comms Director for Rep. Inglis

Audra Achiu (Mngr. Operations) Hill staffer for Reps. Rigell & Walorski; coordinated Fix Congress Now Caucus

Doug O'Brien (Illinois) (1099 contractor) Fmr Chief of Staff to Rep. Mark Kirk; Exec. Dir. of IL Clean Energy Alliance; political advisor to many R campaigns

Anthony Bustamante (Florida) (1099 contractor) Fmr Sen. Rubio campaign grassroots director; FL lead for Rick Perry; state-wide operative

Kevin Croswhite (Wisconsin) Young operative; digital strategy for WI GOP; operative for several WI recall campaigns

George Abar (Strategic counsel)

Ryan Jetton (Digital Lead) Former NRCC Chief Technology Officer; functioning as our digital director for republicEN

Elliot Berke (Legal counsel) Other clients include the RNC Convention; the offices, PACs, and campaigns of Leader Kevin McCarthy and Whip Steve Scalise

2015 staffing changes

We plan to hire a Community Manager on staff, and on contract several additional freelance content creators and bloggers. We will also add state director(s) when republicEn expands to new state hub(s).

Budget snapshot

2015 projected budget: **$1,570,000**

Cash on hand as of 1/1/2015: **$990,000** (includes a pending $250,000 transfer and Linden Trust's 2015 commitment)

Current funding sources

Source	Amount	Grant period
[redacted]	$500,000	Nov 2014-2015
	$175,000	April 2014-2015
	$150,000	November 2014
	$150,000	May 2014-2015
	$125,000	August 2014-2015
	$100,000	October 2014
	$75,000	March 2014
	$20,000	October 2014
<$10k donations	$43,550	[redacted] ($10,500), [redacted] ($10k), [redacted] ($5k), [redacted] $5k) [redacted] ($5k), 4 small donors
Total	$1,338,550	

Prospective funding sources

In addition to applying for renewal grants during 2015 from all of our current supporters, we are in active discussions about possible funding with [redacted]

2015 line-item budget

Public Relations and List Building	2015 Projection
Social media promotions	$120,000
Website/action page design & maintenance	$10,000
Content production including creative design	$90,000
Promotional Materials & Marketing Collaterals	$50,000
Activities	
Travel	$55,000
Business meals & non-travel incidentals	$12,000
Event Sponsorship & Production	$45,000
Contest awards	$10,000
Other	
Telecommunications, Technology & General Office	$18,000
Service/Software subscriptions (e.g. Vocus, Politico Pro, Hubspot)	$22,000
Volunteer incentives/prizes/thank yous	$8,000
Contractors	
Digital Lead (Ryan Jetton)	$48,000
Illinois State Director (Doug O'Brien, with Lori Montana)	$66,000
Florida State Director (Anthony Bustamante)	$48,000
Legal Counsel / Tax-Exempt Compliance (Elliot Berke)	$25,000
Stategic Consultant (George Abar)	$54,000
Paid Interns	$36,000
Personnel Salaries	
Executive Director (Bob Inglis)	$250,000
Director - Strategy/Operations (Alex Bozmoski)	$105,000
Director - Communications & Development (Price Atkinson)	$65,500
Sr. Manager - Operations (Audra Achiu)	$55,500
Wisconsin State Director (Kevin Crosswhite)	$43,000
Community Manager (TBD)	$65,000
George Mason University Related Costs	
Fringe Benefit Charges for Personnel Salaries	$181,040
Full-time Financial Manager/ GMU interface (Mohamed Ahmed)	$15,780
GMUF Administrative Fee (6%)	$73,309
TOTAL	**$1,571,129**

GRANT AGREEMENT

010430
subgrant

This Grant Agreement ("Agreement") is made by and between the [redacted] a [redacted] non-profit corporation, with offices at [redacted] and the George Mason University Foundation, Inc. ("Foundation/Grantee") for the benefit of the Energy and Enterprise Initiative, Center for Climate Change Communication, George Mason University (Mason) [redacted] Foundation/Grantee and Mason individually are a "party" and collectively are the "parties").

RECITALS

A. [redacted] is a nonprofit corporation organized and operated for charitable, scientific, literary or educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code ("Code") and desires to provide a grant to Grantee to conduct educational activities;

B. The parties hereto recognize that every effort shall be made to safeguard the integrity of [redacted] tax status under section 501(c)(3) of the Code; and,

C. [redacted] Grant is subject to the restrictions enumerated below, and is made upon the condition that Grantee comply with the reporting and record-keeping requirements enumerated below.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, [redacted] and Mason agree as follows:

1. **EFFECTIVE DATE:** This Agreement shall be effective as of January 1, 2018 (the "Effective Date"). The term of this Agreement shall be from the Effective Date through December 31, 2018.

2. **GRANT:**

2.1 [redacted] agrees to make available to the Grantee, grant funds in a total amount not to exceed Seventy-Five Thousand Dollars ($75,000.00) (the "Grant") for the purpose and on the terms and conditions set forth in this Agreement.

2.2 The Grant is provided to support the project described in Attachment 1 to this Agreement (the "Project"). The Grant shall be used solely for the purposes and activities described therein. Grantee shall be solely responsible for ensuring that all applicable provisions of this Agreement are passed on to any subgrantees or subcontractors involved with the Project.

2.2 In order to receive the Grant, Foundation must have received a ruling from the Internal Revenue Service confirming that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and that the organization is not a private foundation or Type III supporting organization as defined in section 509(a) of the Internal Revenue Code. In the event there is any change in Foundation's tax-exempt status, it will immediately notify [redacted]

2.3 Any significant changes, additions or deletions to any part of the Project, including goals, objectives, activities, outcomes, timetable or budget (cost category change if more than 10%) as set forth in Attachment 1, must be approved in writing by [redacted] Grantee will notify [redacted] if there is a change in key personnel essential to the ongoing administration of the Project. If there is any question as to the significance of a particular change, please contact [redacted]

2.4 [redacted] and Grantee may agree in writing to modify the objectives, methods or timeline of the Project for which Grant has been awarded.

2.5 Mason and Grantee agree to use the Grant provided under this Agreement only for the Project. Grantee may not use the Grant to influence the outcome of any election for public office or to carry on any voter registration drive. Mason acknowledges that the Grantee has not earmarked the Grant to support lobbying activities or to otherwise support attempts to influence legislation as defined by the Internal Revenue Service or the Lobbying Disclosure Act. Mason further acknowledges that, if there are multiple funders for the Project, Grantee will expend at least the amount of the Grant on non-lobbying activities.

2.6 Mason shall have the exclusive right to select subgrantees and subcontractors to assist with the Project. Grantee is responsible for all acts and omissions of any of its trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project and ensuring their compliance with the terms of this Agreement.

3. PAYMENT:

3.1 Provided that the terms and conditions of this Agreement are met and continue to be met during the term, the Grant will be paid to Foundation/Grantee for the benefit of Mason as follows: (a) Seventy-Five Thousand Dollars ($75,000.00) by January 12, 2018.

3.2 Checks for Grant payments to Grantee shall be made payable to George Mason University Foundation and sent to George Mason University Foundation, Inc., MS 1A3, 4400 University Drive, Fairfax, Virginia 22030.

3.3 Foundation will treat the Grant as a restricted asset. [redacted] may, in its reasonable discretion, modify payment dates or amounts and will notify Grantee of any such changes in writing. Time is of the essence of this Agreement.

4. CONSULTATION AND REPORTS:

4.1 [redacted] designated representative ("Designated Representative") for consultation and communications with Foundation/Grantee and Mason is [redacted] or such other person as [redacted] may from time to time designate in writing to the Researcher.

4.2 [redacted] expects that Mason remain in contact with [redacted] on a regular basis as to the use of the Grant over the term of this Agreement. However, the following are mandatory reports required over the life of the Grant or the Grant could be placed in jeopardy and could be subject to termination as provided herein: April 15, 2018; July 15, 2018; October 15, 2018; and, January 15, 2019. The first three reports shall cover the prior quarterly period, and the last report shall cover all of 2018 and include a financial report detailing how the Grant funds have been spent during the year.

4.3 Mason and Grantee will maintain complete and accurate accounting records and copies of any reports submitted to [redacted] relating to the Project. Such records and reports shall be retained for four (4) years after the Grant has been fully spent. At [redacted] request, Mason and Grantee will make such records and reports available to enable [redacted] to monitor and evaluate how the Grant has been used or committed.

4.4 If during the term of this Agreement, Mason is audited by its internal audit department or by a third party, Mason will provide the audit report to [redacted] upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("Remediation Plan"). The Remediation Plan must include (a) details of actions Mason will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

5. TERMINATION AND REPAYMENT OF GRANT: The following conditions apply in the event that [redacted] must terminate and seek repayment of the Grant:

5.1 [redacted] retains the right to terminate the Grant at any time if Foundation/Grantee ceases to be exempt from federal income tax as a 501(c)(3) organization.

5.2 [redacted] further retains the right to terminate the Grant at its sole discretion if it determines that Mason or Grantee have made any misrepresentation or misappropriated funds from the Grant; or if it judges the Grantee to be unable to carry out the purposes of the Grant, ceases to be an appropriate organization to carry out the purposes of the Grant, or fails to comply with any of the conditions or terms of this Agreement.

5.3 Should termination of the Grant occur for any reason, Mason will provide [redacted] within thirty (30) days from the date of the termination with a full accounting of the receipt and disbursement of the funds and expenditures incurred under the Grant through the effective date of termination.

5.4 Foundation shall repay any portion of the Grant which is not used for the purpose of the Project and shall also expect to repay any portion, including any earnings, which are not expended by the Grantee for the purposes of this Grant within one year of the date of [redacted] payment. Such repayment shall be made by Foundation immediately after receipt of [redacted] demand therefore.

6. PUBLICITY:

6.1 [redacted] may include information about the Grant, including Mason and Grantee's names, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

6.2 Mason and Grantee must obtain [redacted] prior written approval before: (a) issuing a press release or other public announcement regarding the Grant; and, (b) any other public use of the [redacted] name or logo.

6.3 Any subgrantees, subcontractors, contingent workers, agents, or affiliates involved with the Project may not state or imply to third parties that [redacted] directly funds or otherwise endorses their activities.

7. **USE OF PROJECT RESULTS:** Intentionally Omitted

8. **COMPLIANCE WITH LAWS:**

8.1 In carrying out the Project, Mason and Grantee will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

8.2 Mason and Grantee will not use the Grant provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by [redacted] in its sole discretion.

8.3 Mason and Grantee will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to [redacted] or the Project, including by assisting any party to secure an improper advantage.

9. **INDEMNIFICATION:** [redacted] is a funding source only and does not participate in or direct any of the activities or services of Mason and Grantee. Accordingly, Mason and Grantee understand and agree that [redacted] its directors, officers, employees and agents will not be liable for any of Mason and the Grantee's contracts, torts, or other acts or omissions, or those by Mason and Grantee's directors, officers, members, employees or agents. Mason and Grantee understand and agree that [redacted] insurance policies do not extend to or protect Mason and Grantee and their directors, officers, members, staff or agents. [redacted] will not provide any legal defense for Mason and Grantee in the event of any claim against any or each of them. Unless prohibited by law, Mason shall hold [redacted] harmless from all liability, including but not limited to costs of defense, from the contracts, torts or other acts or omissions of Mason and the Grantee, its employees, directors, officers, employees or agents in any way connected with any activity, including without limitation, the Grant. This Section 9 shall survive termination of this Agreement.

11. **ATTACHMENT:** Attachment 1 is incorporated and made a part of this Agreement for all purposes.

12. **GENERAL:**

12.1 This Agreement may not be assigned by either [redacted] or Foundation without the prior written consent of the other party; provided, however, Foundation may assign its right to receive payments hereunder to the extent it does not jeopardize [redacted] tax-exempt status.

12.2 This Agreement constitutes the entire and only agreement among the parties relating to the Project, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

12.3 Provision of this Grant does not imply any future funding commitment by [redacted]

12.4 Any notice required by this Agreement shall be given by prepaid, first class, certified

mail, return receipt requested; by electronic mail, using a delivery receipt; or by overnight courier, addressed in the case of Foundation/Grantee to:

Susan Van Leunen
George Mason University Foundation, Inc.
4400 University Drive
MSN 1A3
Fairfax, VA 22030
Email: mvanleun@gmu.edu
Phone: 703-993-8702

or in the case of [redacted] to:

[redacted]

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

12.5 This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the [redacted].

12.6 If any provision contained in this Agreement is held invalid, unenforceable or contrary to law, then the validity of the remaining provisions of this Agreement shall remain in full force. In such instance, the parties shall use their best efforts to replace the invalid provision(s) with legally valid provisions having an economic effect as close as possible to the original intent of parties.

12.7 This Agreement may be executed in multiple counterparts all of which when taken together shall constitute one Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

[Signatures Follow on Next Page]

[redacted]

GEORGE MASON UNIVERSITY FOUNDATION, INC.

By: Susan Van Leuven

Name/Title: Susan Van Leuven, CFO

Date: 12.20.2017

Read and agreed to the responsibilities of the Mason:

By: _____

Name/Title: _____

Date: _____

Attachment 1 – Project Description

The Energy and Enterprise Initiative provides educational programming and resources to advance public understanding of free-enterprise approaches to solving climate change. The Initiative primarily educates Americans who identify as conservative or who align with right-of-center causes. The Initiative reaches conservatives with local event programming, media exposure, targeted outreach, right-of-center partnerships, and the creation and promotion of content on social media. These public activities are conducted under the banner of "republicEn.org," a no-fee membership community that the Initiative created to be the home-base for pro-climate-action conservatives. The Initiative furnishes republicEn members with educational resources (e.g. *EcoRight News* alerts and *Week En Review* newsletter) and opportunities to get involved with events, media outreach, Congressional education, and social-media campaigns. At the end of 2017, republicEn.org remains America's only conservative grassroots network focused on climate change.

Reissj file

070014M

AMENDMENT TO GRANT AGREEMENT BY AND BETWEEN [redacted] AND GEORGE MASON UNIVERSITY FOUNDATION, INC.

Reference is hereby made to the Grant Agreement, dated February 5, 2015, with an Effective Date of February 23, 2015, by and between the [redacted] (the "*Foundation*") and George Mason University Foundation, Inc. ("*Grantee*"), (the "*Agreement*"), attached hereto and incorporated herein as Attachment A. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

The Foundation and Grantee are the only parties to the Agreement, and the parties desire by this amendment (this "*Amendment*") to modify and amend certain provisions of the Agreement in order to capture changes to the scope of work and associated budget realignments. This Amendment shall be effective as of December 30, 2015. Except as expressly set out below, the parties do not intend to change the Agreement in any other way, and all provisions of the Agreement that are not inconsistent with the terms hereunder shall remain in full force and effect.

Purpose

Grantee will now be hosting one (1) symposium for state attorneys general rather than two (2) as originally planned. As a result, Grantee has expanded the scope of the public policy conference. Accordingly, the Purpose as stated on page 1 of the Agreement shall be amended and restated as follows: "The Grant shall be used by Grantee's Law & Economics Center for the sole purpose of hosting the following: (i) Two (2) judicial symposia on the economics and law of public pension reform; (ii) Two (2) workshops for law professors on the economics of public pensions; (iii) One (1) symposium for state attorneys general on the economics and law on public pension reform; (iv) One (1) research roundtable on solving the public pensions crisis; and (v) One (1) public policy conference on solving the public pensions crisis. This initiative is part of a broader effort to expand the accessibility of public sector retirement research (collectively, the "*Purpose*")."

Section 3—Payment of Grant Funds

The second Installment Payment of $600,000.00 (six hundred thousand dollars) shall be paid upon execution of this Amendment, and by no later than February 28, 2016. Accordingly, Section 3(b) shall be amended and restated as follows: "the second Installment Payment of $600,000.00 (six hundred thousand dollars) by no later than February 28, 2016;".

Exhibits A & B—Budget & Milestones

Exhibits A and B of the Agreement shall be amended and restated as provided in Attachment B, attached hereto and incorporated herein.

ACCEPTED AND AGREED:
GEORGE MASON UNIVERSITY FOUNDATION, INC.

By: _____
Name: David A. Roe
Title: Director of Real Estate + Administration
Date: 3/1/2016

[redacted]

AMENDMENT TO GRANT AGREEMENT BY AND BETWEEN
[redacted] &
GEORGE MASON UNIVERSITY FOUNDATION, INC.

ATTACHMENT A

GRANT AGREEMENT (EFFECTIVE FEBRUARY 23, 2015)

By and Between [redacted] *&*
George Mason University Foundation, Inc.

[redacted]

February 5, 2015

Ms. Janet Bingham
President
George Mason University Foundation, Inc.
4400 University Drive
Fairfax, VA 22030

Dear Ms. Bingham:

It is my pleasure to inform you that the Directors of the [redacted] (the "*Foundation*") have authorized a grant to George Mason University Foundation, Inc. ("*Grantee*") in the amount of $1,851,300.00 (one million eight hundred fifty-one thousand three hundred dollars) (the "*Grant*"), payable in installments as set forth below, subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations, and other provisions set forth in this agreement (this "*Agreement*").

The Grant shall be used by Grantee's Law & Economics Center for the sole purpose of hosting the following:

(i) Two (2) judicial symposia on the economics and law of public pension reform;

(ii) Two (2) workshops for law professors on the economics of public pensions;

(iii) Two (2) symposia for state attorneys general on the economics and law of public pension reform;

(iv) One (1) research roundtable on solving the public pensions crisis; and

(v) One (1) public policy conference on solving the public pensions crisis.

This initiative is part of a broader effort to expand the accessibility of public sector retirement research (collectively, the "*Purpose*").

Grantee and the Foundation acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations, and other provisions, which either relate to or are attached to the Grant:

1. *Charitable Purpose.* Grantee agrees that the Grant will only be used for charitable, educational, and/or scientific purposes as such purposes are generally defined by those authorities interpreting the provisions of Section 501(c)(3) of the Internal

[redacted]

Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, "*Code*") and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Grantee agrees that the Grant (and all income or gains earned thereon) shall be used solely for the Purpose, unless approved otherwise by prior written consent of the Foundation.

2. *Term.* The term of this Agreement will commence on the date Grantee executes this Agreement as set forth on the signature page hereto (the "*Effective Date*") and will expire on February 28, 2017, unless terminated earlier as provided herein (the "*Term*").

3. ***Payment of Grant Funds.*** Until the earliest of such time as the Grant has been paid in full, the end of the Term, or the termination of this Agreement pursuant to Section 7 of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, the Foundation shall pay Grantee the Grant in four (4) installment payments as follows (each, an "*Installment Payment*"):

 a. the first Installment Payment of $600,000.00 (six hundred thousand dollars), within thirty (30) business days of the execution and delivery of a signed copy to the Foundation of this Agreement by Grantee;

 b. the second Installment Payment of $600,000.00 (six hundred thousand dollars), within thirty (30) business days of Grantee's satisfactory completion of the following: (i) Milestones #1(II)(1) and #3(II)(1), which should be completed no later than November 30, 2015, and (ii) submission of the interim report described in Section 6(c)(ii), due by December 31, 2015;

 c. the third Installment Payment of $500,000.00 (five hundred thousand dollars), within thirty (30) business days of Grantee's satisfactory completion of Milestones #1(II)(2) and #3(II)(2), which should be completed no later than June 30, 2016; and

 d. the fourth and final Installment Payment of $151,300.00 (one hundred fifty-one thousand three hundred dollars), within thirty (30) business days of Grantee's satisfactory completion of Milestone #5, which should be completed no later than December 31, 2016.

All Installment Payments pursuant to this Agreement will be contingent on Grantee's compliance with the budget and milestones set forth in Exhibits A and B attached hereto and incorporated herein (the "*Budget and Milestones*"), in a manner satisfactory to the Foundation. Grantee shall use its best efforts to achieve compliance with the Budget and Milestones. The Foundation shall not be obligated to make any Installment Payment if the Foundation determines in its sole discretion

that Grantee is not in full compliance with the terms of this Agreement, is not in full compliance with the Budget and Milestones, or has not fully and adequately provided the requisite accounting of the use of Grant funds, including confirmation that the funds have been spent exclusively toward the Purpose, as described below in Section 6(c). If the Foundation does not make an Installment Payment because Grantee is not in full compliance with the terms of this Agreement or is not in full compliance with the Budget and Milestones, the Foundation shall not later be obligated to make such Installment Payment, even if Grantee subsequently cures such breach or becomes in full compliance with the Agreement, Budget, and Milestones.

4. ***Representations and Warranties.*** Grantee makes the following representations and warranties:

 a. Grantee is a nonprofit corporation, duly formed, validly existing, and in good standing in the State of Virginia with all corporate power, authority, and permits necessary to carry on its activities, including the Purpose of the Grant.

 b. Grantee is currently, and at all times during the Term will be, a Qualifying Grantee. For purposes of this Agreement, a "*Qualifying Grantee*" is an organization which at all times meets the following criteria: (i) it is an organization described in Code Section 501(c)(3) or a governmental unit defined in Code Section 170(c)(1), (ii) it is not a "private foundation" within the meaning of Code Section 509(a), (iii) it is not a Type III Supporting Organization within the meaning of Code Section 509(a)(3), and (iv) it is an organization pursuant to which the acceptance of the provisions of this Agreement or of the Grant will not adversely affect Grantee's status as (1) an organization described in Code Sections 501(c)(3) or 170(c) or (2) an organization which is not a "private foundation" or a Type III Supporting Organization within the meaning of Code Section 509(a). Grantee is not aware of any threat or challenge to its status as a Qualifying Grantee. Furthermore, if Grantee is a publicly supported charity within the meaning of Code Section 170(b)(1)(A)(iv) or (vi) or Section 509(a)(2), Grantee represents that the Grant will not cause Grantee to lose its status as a publicly supported charity.

 c. The Purpose of the Grant is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such educational purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law.

 d. All information relating to the Grant heretofore provided to the Foundation by Grantee or to be provided to the Foundation by Grantee during the Term has

been, and for the duration of the Term (and for so long as any obligations pursuant to Sections 5 and 6 of this Agreement remain outstanding) will at all times continue to be true, accurate and complete in all material respects.

5. *Records.* Grantee will maintain accurate and complete records of receipts of and expenditures made from Grant funds and will keep these records during the period covered by Grantee's reporting obligations specified in Section 6 of this Agreement and for at least three (3) years thereafter. During the Term, and for three (3) years thereafter, upon the request of the Foundation, Grantee shall make such records available for inspection by the Foundation and its representatives during normal business hours, and Grantee shall cooperate and assist the Foundation with the Foundation's review of such records.

6. *Reporting and Information.*

 a. Grantee will immediately provide the Foundation with a copy of Grantee's current, valid determination letter from the Internal Revenue Service recognizing Grantee's status as a Qualifying Grantee.

 b. Grantee will immediately furnish the Foundation with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee.

 c. Grantee will promptly provide the Foundation with: (i) copies of Grantee's financial statements and Forms 990, with respect to Grantee's fiscal years ending on June 30, 2015, June 30, 2016, and June 30, 2017, as such documents become available; (ii) an interim report due December 31, 2015; and (iii) a final report to be submitted to the Foundation no later than January 31, 2017 (each a "*Grant Report*" and collectively the "*Grant Reports*"). The Grant Reports will include a detailed account of expenditures of Grant funds and a narrative of what was accomplished by the use of such funds during the year (including a description of progress made in fulfilling the Purpose of the Grant and a confirmation of Grantee's compliance with the terms of this Agreement, including the Budget and Milestones, and a confirmation that the Grant funds were spent exclusively toward the Purpose). Grantee also agrees to provide the Foundation with a copy of all materials developed or published with the Grant. If the Grant funds are not fully expended by Grantee during the Term, Grantee will disclose this in the Grant Reports, and the Foundation will make a determination about such funds upon receipt of such information, including whether Grantee shall be required to return unspent funds to the Foundation. Grantee may not reallocate any unspent funds during the Term and may not spend or retain unspent funds after the Term without prior written approval from the Foundation. Moreover, the Grant Reports shall include any other information requested by the Foundation reasonably in advance of the due date of the relevant Grant Report.

d. Grantee will provide the Foundation prompt written notice (i) if any of the events in Section 7 of this Agreement occurs, and (ii) of each and every event which, at the giving of notice or lapse of time, could reasonably be expected to constitute an event described in Section 7 of this Agreement.

7. ***Termination.*** This Agreement may be terminated by the Foundation if any of the following has occurred, it being understood and agreed that the determination of whether any such condition or event has occurred will be made by the Foundation in its sole discretion:

a. Any of the warranties or representations made by Grantee in this Agreement is or becomes untrue in any respect;

b. There is a material change in the purpose, character or method of operation of Grantee, or a material change in the leadership of Grantee;

c. Grantee uses any portion of the Grant for any purpose other than the Purpose without the prior written consent of the Foundation;

d. The Internal Revenue Service makes a determination, preliminary or otherwise, that the Grant does not constitute a qualifying distribution by the Foundation within the meaning of Code Section 4942(g)(1)(A) or (B);

e. Grantee has materially misrepresented to the Foundation its activities or financial condition;

f. Grantee fails to comply with any of the provisions of this Agreement (including Exhibits A and B); or

g. The Grant or its Purpose does not contribute to the accomplishment of the Grantee's charitable mission as originally anticipated.

The effective date of the Foundation's termination of this Agreement (the "*Termination Effective Date*") shall be the earlier of (a) the date notice is given by the Foundation to Grantee of the termination, and (b) if so elected by the Foundation, the date on which the event triggering the right of termination occurred. The delay in, or failure of, the Foundation to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise thereto or any other cause for termination, and the payment by the Foundation of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or any rights of the Foundation upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches or any other equitable or legal defense if the Foundation later elects to exercise its right of termination.

8. *Payment Obligation; Return of Funds.* In the event that the Foundation terminates this Agreement pursuant to the terms hereunder:

 a. Any remaining payment obligation of the Foundation to Grantee, whether under this Grant or otherwise, shall be null and void as of the Termination Effective Date;

 b. If the Foundation terminates this Agreement pursuant to any provision hereunder other than Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose; and

 c. If the Foundation terminates this Agreement pursuant to either Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation an amount equal to the amount of the Grant previously paid to Grantee.

9. ***Indemnity; Liability.*** Grantee shall indemnify, defend and hold harmless the Foundation, its officers, directors, founders, employees and agents and each of their affiliates (collectively the "*Foundation Parties*"), from and against, any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon the Foundation Parties in connection with any claims, suits, actions, demands or judgments, arising out of or related to (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant, (b) the expending of Grant funds furnished pursuant to this Agreement, or (c) the carrying out of any programs or projects funded by the Grant. The Foundation shall not be liable for any losses, damages, claims or other liabilities arising out of Grantee's activities. It is expressly understood that the Foundation, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.

10. ***Grant Publicity.*** Grantee may release information regarding the Grant (*i.e.*, information mentioning this Agreement, the Foundation, and/or the Grant) provided that at the time of such release Grantee is in compliance with the provisions of this Agreement and provided that Grantee has received ***prior* written approval** from either the Foundation's President or its Director of Communications. Moreover, Grantee will furnish the Foundation with copies of any such news releases or other written materials releasing or including such information that has received prior written approval from the Foundation within a reasonable time after such release. Grantee will advise the Foundation immediately if there is any unauthorized release of information. Without further notice to or consent from Grantee, the Foundation may include information about this Agreement and/or Grant, the amount and purpose of the Grant, and any photographs, reports, or other published or printed materials provided by Grantee to the Foundation in the Foundation's published reports, website, news releases, and other external communications related to the

Foundation. Notwithstanding the foregoing, however, Grantee may release any information about the Agreement and/or Grant that is required to be disclosed under any applicable laws or regulations. Moreover, parties recognize that this Section does not affect Grantee's rights to publish any materials or research funded with this Grant or to release public statements or release information about activities or research funded with this Grant to the extent such materials, research, statements, or information do not mention the Grant, this Agreement, and/or the Foundation.

11. ***Gifts.*** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic and charitable purposes. Therefore, Grantee agrees that it will not furnish the Foundation or Foundation Parties with any membership, commemorative items, recognition plaques or gratuities or benefits of any kind.

12. ***Governing Law and Venue.*** This Agreement shall be governed by the laws of the State of Texas, and shall be performable and enforceable in [redacted]. The sole and exclusive jurisdiction for any dispute arising under or related to this Agreement shall be in the state district courts of [redacted], and Grantee irrevocably submits in advance to personal jurisdiction in the state district courts of [redacted].

13. ***Entire Agreement.*** This Agreement supersedes any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereto. This Agreement may not be amended or modified, nor any of its provisions waived, except in a written document signed by an authorized representative of Grantee and the Foundation.

14. ***Waiver.*** Any waiver of any kind by either party of a breach of this Agreement shall not operate or be construed as a waiver of such breach or any subsequent breach. Either party's delay or omission in exercising any right, power, or remedy pursuant to a breach or default by the other party shall not impair any right, power, or remedy which that party may have.

15. ***Severability.*** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.

16. ***Assignment.*** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, assigns, heirs and legatees; *provided, however,* Grantee cannot assign, or otherwise transfer, its rights or delegate any of its obligations, without the prior written consent of the Foundation, which consent the Foundation may withhold, condition or delay in its sole discretion.

17. *No Third Party Rights.* Except as set forth in Section 9 of this Agreement, it is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement and that the covenants and agreements set forth herein shall be solely for the benefit of and enforceable only by the parties or their respective successor and assigns as permitted hereunder.

18. *Remedies.* The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law or equity.

19. *Independent Parties.* Nothing in this Agreement shall constitute the naming of Grantee as an agent or representative of the Foundation for any purpose. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

20. *Survival.* The provisions of Sections 5, 6, 8, and 9 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

21. *Multiple Counterparts.* This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement.

22. [redacted]*ontact Information.* For information regarding the Grant, please contact:

[redacted]

Acknowledgment of Grantee's agreement to the representations, warranties, terms, and conditions set forth in this Agreement must be made by a duly authorized officer of Grantee who should execute a copy of this Agreement and return an executed copy to the Foundation within fifteen (15) business days from the date on the first page of this Agreement, and if a duly executed copy of this Agreement is not received by the Foundation within such fifteen (15) business days, this Agreement and the Grant are hereby revoked.

Please do not hesitate to contact me if you have any questions regarding this Agreement. We look forward to our Grant assisting your organization accomplish its mission and charitable goals.

Very truly yours.

[redacted]

ACCEPTED AND AGREED:

GEORGE MASON UNIVERSITY FOUNDATION, INC.
Grantee

By: Janet Bingham

Name: Janet Bingham

Title: President, George Mason University Foundation, Inc.

Date: 02/23/2015

EXHIBIT A
BUDGET

Expense	**Two (2) Judicial Symposia** *(2-day events with 150 participants each, 12 lecturers each, 6 support staff each)*	**Two (2) Law Professor Workshops** *(1-day events with 24 participants each, 4 lecturers each, 1 support staff each)*	**Two (2) Attorney General Symposia** *(2-day events with 75 participants each, 12 lecturers each, 3 support staff each)*	**One (1) Research Roundtable** *(2-day event with 24 participants, 1 support staff)*	**One (1) Public Policy Conference** *(1-day event with 200 participants, 3 support staff)*	Total
Hotel	$201,600	$52,200	$108,000	$14,000	$70,000	**$445,800**
Airfare	$151,200	$4,000	$81,000	$9,000	$90,000	**$335,200**
Ground Transportation	$6,000	$0	$6,000	$1,200	$10,000	**$23,200**
Meals, Breaks	$168,000	$34,800	$90,000	$12,000	$40,000	**$344,800**
Reading Materials, Supplies	$16,800	$6,000	$9,000	$0	$50,000[1]	**$81,800**
Faculty Coordinator	$24,000	$0	$24,000	$0	$0	**$48,000**
Faculty Lecturers	$36,000	$32,000	$36,000	$0	$0	**$104,000**
Panelists	$0	$0	$0	$0	$10,000	**$10,000**
Law Professors	$0	$96,000	$0	$0	$0	**$96,000**
Commissioned Scholarly Articles	$0	$0	$0	$96,000	$12,000	**$108,000**
Commentators	$0	$0	$0	$15,000	$0	**$15,000**
Facilitator	$0	$0	$0	$4,000	$0	**$4,000**
Additional Scholarly Articles	$0	$0	$0	$0	$20,000	**$20,000**
Meeting Space	$10,000	$0	$10,000	$0	$0	**$20,000**
Meeting Planning & Support[2]	$20,000	$10,000	$20,000	$2,500	$10,000	**$62,500**

[1] Printing and Distribution of Symposium Issue: 10,000 copies @ $5 each.

[2] Meeting Planning & Support Costs includes costs for event staff time devoted to negotiate contracts and to arrange meeting space, and on-site staffing of each event from start to finish.

Expense	**Two (2) Judicial Symposia** *(2-day events with 150 participants each, 12 lecturers each, 6 support staff each)*	**Two (2) Law Professor Workshops** *(1-day events with 24 participants each, 4 lecturers each, 1 support staff each)*	**Two (2) Attorney General Symposia** *(2-day events with 75 participants each, 12 lecturers each, 3 support staff each)*	**One (1) Research Roundtable** *(2-day event with 24 participants, 1 support staff)*	**One (1) Public Policy Conference** *(1-day event with 200 participants, 3 support staff)*	**Total**
Administrative Support[3]	$20,000	$10,000	$20,000	$2,500	$10,000	**$62,500**
Video Production/Editing/Webcast	$30,000	$0	$0	$0	$0	**$30,000**
Miscellaneous Expenses[4]	$10,000	$10,000	$10,000	$2,500	$8,000	**$40,500**
TOTAL	**$693,600**	**$255,000**	**$414,000**	**$158,700**	**$330,000**	**$1,851,300**

[3] Administrative Support includes costs for education staff time devoted to preparing agenda; arranging speakers; recruiting participants; reviewing and approving participant applications; and reviewing, approving, and processing travel reimbursements for participants and speakers.

[4] Miscellaneous Expenses includes designer and printer costs (if there is a special recruitment mailer); mail house costs (if there is a recruitment mailer); FedEx costs (for shipping items to and from conference site); and costs associated with registration via Cvent (our event registration and management software).

EXHIBIT B
MILESTONES

All milestones will be completed by Grantee as soon as practicable, and in no event later than the end of periods marked.

Milestone		Description	Timeline
1. Two (2) Judicial Symposia *(2-day events with 150 participants each, 12 lecturers each, 6 support staff each)*	**(I) Judicial Symposium Agenda**	1. Grantee will model the agenda on the concepts outlined in the law review article written by the Foundation's [redacted], [redacted] Grantee will work in consultation with [redacted] to finalize the judicial symposium agenda.	**April 2015**
		2. If Grantee receives feedback in regards to the agenda from attendees after the first judicial symposium, Grantee will also consult with [redacted] to make any modifications to the agenda in advance of the second symposium.	**December 2015**
	(II) Judicial Symposium Location and Date	1. Grantee will host the first judicial symposium in a location that is convenient to judges located on the western half of the United States.	**October 2015**
		2. Grantee will host the second judicial symposium in a location that is convenient to judges located on the eastern half of the United States.	**April 2016**
	(III) Judicial Symposium Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each judicial symposium.	**August 2015 and February 2016**
		2. Grantee will provide the Foundation with a list of all attendees of each judicial symposium no later than thirty (30) days after each such symposium.	**November 2015 and May 2016**

Milestone		Description	Timeline
2. Two (2) Law Professor Workshops *(1-day events with 24 participants each, 4 lecturers each, 1 support staff each)*	**(I) Law Professor Workshop Agenda**	Grantee will work in consultation with the Foundation to finalize the law professor workshop agenda. This agenda should include but not be limited to the economics, finance, accounting, and political economy aspects of the current public pension crisis. If Grantee receives feedback in regards to the agenda from attendees after the first workshop, Grantee will also consult with the Foundation to make any modifications to the agenda in advance of the second workshop.	**April 2015**
	(II) Law Professor Workshop Date	Grantee will host two (2) law professor workshops at locations to be determined.	**September 2015 and February 2016**
	(III) Law Professor Workshop Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each law professor workshop.	**July 2015 and December 2015**
		2. Grantee will provide the Foundation with a list of all attendees to each workshop no later than thirty (30) days after each law professor workshop.	**October 2015 and March 2016**
3. Two (2) Attorney General ("*AG*") Symposia *(2-day events with 75 participants each, 12 lecturers each, 3 support staff each)*	**(I) AG Symposium Agenda**	1. Grantee will model the agenda on the agenda created in Milestone #1(I). Grantee will work in consultation with the Foundation to finalize the AG symposium agenda.	**July 2015**
		2. If Grantee receives feedback in regards to the agenda from attendees after first AG symposium, Grantee will consult with the Foundation to make any modifications to the AG symposium agenda.	**January 2016**
	(II) AG Symposium Date	1. Grantee will host the first AG symposium in a central location or location convenient for AG staff in eastern half of the United States.	**November 2015**
		2. Grantee will host the second AG symposium in a central location or location convenient for AG staff in western half of the United States.	**June 2016**
	(III) AG Symposium Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each AG symposium.	**September 2015 and April 2016**
		2. Grantee will provide the Foundation with a list of all attendees to each symposium no later than thirty (30) days after each AG symposium.	**December 2015 and July 2016**

Milestone	Description	Timeline
4. One (1) Research Roundtable *(2-day event with 24 participants, 1 support staff)*	Grantee will host one (1) research roundtable at Grantee's facilities to review and discuss the publication of at least eight (8) scholarly articles[1] on public pension reform. Grantee will moderate the roundtable. Participants will include scholars, leading Supreme Court advocates, industry representatives, and policy makers.	**September 2016**
5. One (1) Public Policy Conference *(1-day event with 200 participants, 3 support staff)*	Grantee will host one (1) one-day conference at Grantee's facilities to present the findings of the eight (8) scholarly articles created in Milestone #4. Participants will include law professors (including all who have participated in the Workshops and Research Roundtable), judges (including some from the symposia), attorneys from state AG offices (including some from the symposia), leading practitioners, government officials, and earned media.	**December 2016**
Interim Grant Report	See Section 6(c)	**December 31, 2015**
Final Grant Report	See Section 6(c)	**January 31, 2017**

[1] Grantee will select the topics and authors of the eight (8) scholarly papers during the judicial symposia and law professor workshops.

AMENDMENT TO GRANT AGREEMENT BY AND BETWEEN
[redacted] &
GEORGE MASON UNIVERSITY FOUNDATION, INC.

ATTACHMENT B

AMENDED & RESTATED EXHIBITS A & B (BUDGET & MILESTONES)

AMENDED & RESTATED
EXHIBIT A
BUDGET

Expense	Two (2) Judicial Symposia[1]	Two (2) Law Professor Workshops[2]	One (1) Public Policy Conference[3]	One (1) Research Roundtable[4]	One (1) Attorney General Symposium[5]	TOTAL (2/1/15 – 12/31/16)
Hotel	$201,600	$61,200	$140,000	$16,800	$54,000	$473,600
Transportation	$151,200	$4,000	$90,000	$10,800	$40,500	$296,500
Meals, Breaks	$168,000	$40,800	$40,000	$12,000	$45,000	$305,800
Reading Materials, Supplies	$16,800	$6,000	$50,000[6]	$0	$4,500	$77,300
Honorarium						
Faculty Coordinator	$24,000	$0	$0	$0	$12,000	$36,000
Faculty Lecturers	$36,000	$32,000	$0	$0	$18,000	$86,000
Panelists	$0	$0	$10,000	$0	$0	$10,000
Law Professors	$0	$116,000	$75,000	$0	$0	$191,000
Commissioned Scholarly Articles	$0	$0	$24,000	$96,000	$0	$120,000
Commentators	$0	$0	$0	$20,000	$0	$20,000
Facilitator	$0	$0	$0	$4,000	$0	$4,000
Keynote Speaker	$0	$0	$4,000	$0	$0	$4,000
Additional Scholarly Articles	$0	$0	$20,000	$0	$0	$20,000
Meeting Space	$10,000	$0	$0	$0	$5,000	$15,000
Meeting Planning[7]	$20,000	$10,000	$10,000	$2,500	$10,000	$52,500
Admin. Support[8]	$20,000	$10,000	$10,000	$2,500	$10,000	$52,500
Ground Transportation	$6,000	$0	$10,000	$1,200	$3,000	$20,200
Video Production, Editing, Webcast	$30,000	$0	$0	$0	$0	$30,000
Misc. Expenses[9]	$10,000	$10,000	$8,000	$2,500	$5,000	$35,500
TOTAL	**$693,600**	**$290,000**	**$491,000**	**$168,300**	**$207,000**	**$1,849,900**

[1] 150 Judges, 12 Lecturers, 6 Support Staff.
[2] 30 Law Professors, 4 Lecturers, 1 Support Staff.
[3] 200 Participants, 11 Lecturers and Panelists, 3 Support Staff.
[4] 29 Participants, 1 Support Staff.
[5] 75 AG Participants, 12 Lecturers and Panelists, 3 Support Staff.
[6] Printing and Distribution of Symposium Issue: 10,000 copies @ $5 each.
[7] Event staff time devoted to negotiate contracts and arrange meeting space, and on-site staffing of each event from start to finish.
[8] Education staff time for preparing agenda; arranging speakers; recruiting participants; reviewing and approving participant applications; and reviewing, approving, and processing travel reimbursements for participants and speakers.
[9] Designer and printer costs and mail house costs (if there is a recruitment mailer); FedEx costs; registration via Cvent (our event registration and management software).

AMENDED & RESTATED
EXHIBIT B
MILESTONES

Milestone		Description	Timeline
1. Two (2) Judicial Symposia *(150 Judges, 12 Lecturers, 6 Support Staff)*	**(I) Judicial Symposium Agenda**	1. Grantee will model the agenda on the concepts outlined in the law review article written by the Foundation's [redacted], [redacted]. Grantee will work in consultation with [redacted] to finalize the judicial symposium agenda.	**April 2015**
		2. If Grantee receives feedback in regards to the agenda from attendees after the first judicial symposium, Grantee will also consult with [redacted] to make any modifications to the agenda in advance of the second symposium.	**December 2015**
	(II) Judicial Symposium Location and Date	1. Grantee will host the first judicial symposium in a location that is convenient to judges located on the western half of the United States.	**October 2015**
		2. Grantee will host the second judicial symposium in a location that is convenient to judges located on the eastern half of the United States.	**April 2016**
	(III) Judicial Symposium Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each judicial symposium.	**August 2015 and February 2016**
		2. Grantee will provide the Foundation with a list of all attendees of each judicial symposium no later than thirty (30) days after each such symposium.	**November 2015 and May 2016**

Milestone		Description	Timeline
2. Two (2) Law Professor Workshops *(30 Law Professors, 4 Lecturers, 1 Support Staff)*	**(I) Law Professor Workshop Agenda**	Grantee will work in consultation with the Foundation to finalize the law professor workshop agenda. This agenda should include but not be limited to the economics, finance, accounting, and political economy aspects of the current public pension crisis. If Grantee receives feedback in regards to the agenda from attendees after the first workshop, Grantee will also consult with the Foundation to make any modifications to the agenda in advance of the second workshop.	**April 2015**
	(II) Law Professor Workshop Date	Grantee will host two (2) law professor workshops at locations to be determined.	**September 2015 and February 2016**
	(III) Law Professor Workshop Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each law professor workshop.	**July 2015 and December 2015**
		2. Grantee will provide the Foundation with a list of all attendees to each workshop no later than thirty (30) days after each law professor workshop.	**October 2015 and March 2016**
3. One (1) Attorney General ("*AG*") Symposium *(75 AG Participants, 12 Lecturers and Panelists, 3 Support Staff)*	**(I) AG Symposium Agenda**	1. Grantee will model the agenda on the agenda created in Milestone #1(I). Grantee will work in consultation with the Foundation to finalize the AG symposium agenda.	**July 2015**
		2. If Grantee receives feedback in regards to the agenda from attendees after first AG symposium, Grantee will consult with the Foundation to make any modifications to the AG symposium agenda.	**January 2016**
	(II) AG Symposium Date	1. Grantee will host AG symposium in a central location or location convenient for AG staff in eastern half of the United States.	**November 2015**
	(III) AG Symposium Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each AG symposium.	**September 2015**
		2. Grantee will provide the Foundation with a list of all attendees to each symposium no later than thirty (30) days after each AG symposium.	**December 2015**

Milestone	Description	Timeline
4. One (1) Research Roundtable *(29 Participants, 1 Support Staff)*	Grantee will host one (1) research roundtable at Grantee's facilities to review and discuss the publication of at least eight (8) scholarly articles[1] on public pension reform. Grantee will moderate the roundtable. Participants will include scholars, leading Supreme Court advocates, industry representatives, and policy makers.	**September 2016**
5. One (1) Public Policy Conference *(200 Participants, 11 Lecturers and Panelists, 3 Support Staff)*	Grantee will host one (1) one-day conference at Grantee's facilities to present the findings of the eight (8) scholarly articles created in Milestone #4. Participants will include law professors (including all who have participated in the Workshops and Research Roundtable), judges (including some from the symposia), attorneys from state AG offices (including some from the symposia), leading practitioners, government officials, and earned media.	**December 2016**
Interim Grant Report	See Section 6(c).	**December 31, 2015**
Final Grant Report	See Section 6(c).	**January 31, 2017**

[1] Grantee will select the topics and authors of the eight (8) scholarly papers during the judicial symposia and law professor workshops.

MEMORANDUM OF UNDERSTANDING
FOR THE
[redacted] ENDOWED FELLOWSHIPS IN LAW & LIBERTY

This Memorandum of Understanding made and entered into on April 26, 1995, between [redacted] (donor) and the George Mason University Foundation, Inc. (Foundation) constitutes an agreement regarding the establishment and use of the [redacted] Endowed Fellowships in Law & Liberty ([redacted] Endowment) in the George Mason University School of Law. The donor is providing an initial gift of $334,000 to establish the [redacted] Endowment with the intent of providing an additional $666,000 over the next two years.

It is the intent of the donor that the [redacted] Endowment be established as a true endowment with only the income being distributed and used for the sole and specific purpose of generating student financial assistance for the George Mason University School of Law and meet the requirements of the Virginia Graduate and Undergraduate Assistance Program.

Recipients of the [redacted] Endowment will be named [redacted] Fellows in Law & Liberty. Advanced notice of any matters related to publicizing the fellowships, recruiting candidates, and establishing criteria for recipients will be provided to the donor. In addition, the donor is to be informed of all involvements that reasonably might affect his willingness to continue sponsorship of this project.

It is the donor's understanding that the current annual income of 5% of the endowment will be combined with an additional annual 10% of the gift value from the George Mason University. Best efforts will be made to obtain tuition waivers and state matching funds from the Virginia Graduate and Undergraduate Assistance Program. The [redacted] Endowment will be maintained and managed by the Foundation in accordance with its endowment policy.

If the Law and Economics Program ceases to exist or other provisions of this agreement are not met or funding is not sufficient to sustain six fellowships on an ongoing basis, then the donor may direct the endowment to another purpose or another 501(c)(3) organization.

[redacted]

President, GMU Foundation, Inc.

070093

GEORGE MASON UNIVERSITY
Office of the Dean
Antonin Scalia Law School
3301 Fairfax Drive, MS 1G3, Arlington, Virginia 22201
Phone: 703-993-8085; Fax: 703-993-8088

May 9, 2017

[redacted]

Dear [redacted]

Thank you for taking the time to meet with [redacted] and me on Monday, May 1. And, thank you for your generous support and wise counsel which have allowed us to make tremendous strides forward with not only the Center for the Study of the Administrative State, but also with the school as a whole. I am very optimistic about things at Scalia Law!

As I hope I articulated when we met, the goal of The Scalia Law Onward and Upward Campaign is to establish a firm financial foundation for the school that will allow us to move from a good law school to a great law school – and stay that way. Our comprehensive campaign goal, including the annual fund and capital campaigns, is $200 million.

[redacted], as we discussed with [redacted] I respectfully request that you consider making a major gift to the campaign. I've thought about our conversation and the "wave" that is headed your way. I've also thought about what I believe is important to you. So, what the heck, damn the torpedoes!

I would appreciate it if you would consider making two complementary naming gifts:

[redacted]

1. **The [redacted] Center for the Study of the Administrative State:**
 Gift Amount: $3,000,000
 Contribution Schedule: equal installments of $300,000 per year for 10 years
 Purpose: Annual Operating Expenses of the Center

2. **The [redacted] Professor of Administrative Law:**
 Gift Amount: $1,500,000
 Contribution Schedule: within five years from date of pledge
 Purpose: Endowed Professorship to attract and/or retain a leading Administrative Law scholar. This chair would help me to entice Neomi to return home to Scalia Law after she dismantles the administrative state while serving at OIRA.

I imagine that you're surprised by the magnitude of these proposed gifts, but please note that I've suggested structured payments in an effort to avoid the direct hit of the "wave." In evaluating these proposed gifts, please consider that they would have a tremendous impact not only on our pathbreaking efforts to

improve the administrative state but also on Scalia Law and our campaign. They would be leadership gifts in the purest sense.

For your information, please find enclosed a menu of other naming opportunities at Scalia Law.

Thank you for your consideration of this proposal and for everything you are doing in support of Scalia Law. I will reach out to [redacted] to set up a follow up meeting.

With warmest personal regards, I remain

Very truly yours,

Henry N. Butler
Dean and Professor of Law

Enclosure

[redacted]

[redacted]

Monday, February 26, 2018

Dear Dr. Butler,

This note is to confirm that the designation of my gift to be given towards annual operating expenses of the Center as your letter on May 9, 2017 made reference to and noted that the center be named [redacted] Center for the Study of the Administrative State.

Best Regards,

[redacted]

120356

[redacted]

Memo

To: Dr. Stephen Fuller, Director, Center for Regional Analysis, School of Public Policy, George Mason University

From: [redacted]

Date: 1/14/2009

Re: [redacted] Contribution

A contribution of $300,000 to be paid in quarterly payments of $50,000 beginning January 2009 with a final payment of $100,000 to be made January 2010 in appreciation of research and analysis to help educate business, civic and elected leaders of the Metropolitan Washington region on the need to develop new industries for growth, address growing infrastructure needs, and consider stimulus for public-private initiatives to ensure the sustainable economic prosperity for the region [redacted].

[redacted]

[redacted]

070081

December 20, 2013

George Mason Foundation, Inc.
c/o David Roe, Chief Operating
Officer 4400 University Drive,
MS 1A3 Fairfax, Va. 22030-
4444

Re: **Restricted Donation to Support the Center for the Protection of Intellectual Property ("CPIP") at George Mason University School of Law**

Dear Mr. Roe:

We are pleased to have wired from [redacted] $150,000 payable to The George Mason University Foundation, Inc. ("Foundation") representing a charitable gift from [redacted] Kindly record this donation as a restricted gift to be applied for the sole purpose (other than a 6% administration fee in favor of the general operating funds of the Foundation) of supporting CPIP.

We have been impressed with not only the people we have met from the university and CPIP but also their long standing reputation and accomplishments. While we cannot make a firm commitment for future donations at this time, we will continue to have a dialogue with you in considering future donations.

We do not require any recognition of our name for the donation and would request, in fact, that our name not be published on any list of donors disseminated by the Foundation or the University. Kindly acknowledge receipt of the enclosed donation by executing the enclosed copy of this letter where indicated below.

[redacted]

RECEIPT ACKNOWLEDGED
THE GEORGE MASON UNIVERSITY FOUNDATION

BY: [signature]

TITLE: [signature]

070081

[redacted]

March 31, 2014

George Mason Foundation, Inc.
c/o David Roe, Chief Operating Officer
4400 University Drive, MS 1A3
Fairfax, Va. 22030-4444

Re: **Restricted Donation to Support the Center for the Protection of Intellectual Property ("CPIP") at George Mason University School of Law**

Dear Mr. Roe:

We are pleased to have wired from [redacted] $50,000 payable to The George Mason University Foundation, Inc. ("Foundation") representing a charitable gift from [redacted] Kindly record this donation as a restricted gift to be applied for the sole purpose (other than a 6% administration fee in favor of the general operating funds of the Foundation) of supporting CPIP.

We have been impressed with not only the people we have met from the university and CPIP but also their long standing reputation and accomplishments. While we cannot make a firm commitment for future donations at this time, we will continue to have a dialogue with you in considering future donations.

We do not require any recognition of our name for the donation and would request, in fact, that our name not be published on any list of donors disseminated by the Foundation or the University. Kindly acknowledge receipt of the enclosed donation by executing the enclosed copy of this letter where indicated below.

[redacted]

RECEIPT ACKNOWLEDGED
THE GEORGE MASON UNIVERSITY FOUNDATION

BY: _____

TITLE: _____

[redacted]

070081

September 15, 2014

George Mason Foundation, Inc.
c/o David Roe, Chief Operating Officer
4400 University Drive, MS 1A3
Fairfax, Va. 22030-4444

Re: **Restricted Donation to Support the Center for the Protection of Intellectual Property ("CPIP") at George Mason University School of Law**

Dear Mr. Roe:

We are pleased to have wired from [redacted] $100,000 representing a charitable gift payable to The George Mason University Foundation, Inc. ("Foundation"). Kindly record this donation as a restricted gift to be applied for the sole purpose (other than a 6% administration fee in favor of the general operating funds of the Foundation) of supporting CPIP.

We have been impressed with not only the people we have met from the university and CPIP but also their long standing reputation and accomplishments. While we cannot make a firm commitment for future donations at this time, we will continue to have a dialogue with you in considering future donations.

We do not require any recognition of our name for the donation and would request, in fact, that our name not be published on any list of donors disseminated by the Foundation or the University. Kindly acknowledge receipt of the enclosed donation by executing the enclosed copy of this letter where indicated below.

[redacted]

RECEIPT ACKNOWLEDGED
THE GEORGE MASON UNIVERSITY FOUNDATION

BY: [signature]

TITLE: Controller George Mason University Foundation, Inc.

090206B

The Dewberry Chair for Civil, Environmental and Infrastructure Engineering

for the

Urban Systems Engineering Program

Statement of Agreement

This agreement entered into on this 13th day of September, 1994 between the [redacted] (the donor) and the George Mason University Foundation, Inc. constitutes a statement regarding the establishment and use of an endowed chair at George Mason University to be known as the Dewberry Chair for Civil, Environmental and Infrastructure Engineering.

This chair is established to honor Sidney O. Dewberry, the co-founder and managing partner of Dewberry & Davis, an award-winning architectural, engineering, planning and surveying firm headquartered in Fairfax, Virginia. Mr. Dewberry has played a leading role in promoting professional development and progress within his field and within Virginia and has a strong interest in introducing *young men and women to the field of urban systems engineering. He worked with* principals of other Northern Virginia area engineering firms to develop educational initiatives at George Mason University leading to the establishment of the Urban Systems Engineering Program. [redacted] In recognition of Mr. Dewberry's involvement in the establishment of the Urban Systems Engineering Program at George Mason University and his keen interest in the education and development of urban systems engineers, this chair is established in his honor.

The [redacted] directs that gifts for the chair be placed in a true Endowed Fund to be held there in perpetuity with only income being distributed and used for the purposes herein set out and that annual earnings of the Endowed Fund be used to

attract and retain eminent scholars in the field of urban systems engineering with the intent of qualifying for matching funds from the Virginia Eminent Scholar Program. It is the intent of the donor that additional gifts from the donor or others may be added to the Endowed Fund from time-to-time.

The Endowed Fund will be maintained and managed by the George Mason University Foundation, Inc. in accord with its endowment policy on behalf of George Mason University.

The donor establishes the following conditions for the endowed chair; and the Foundation agrees to these conditions:

1. The [redacted] will be consulted during the process of selecting a recipient for the chair. In addition, the individual selected will have experience and interest fitting the mission and purpose of the [redacted]

2. Should the [redacted] cease to exist, the selection of the person to fill the eminent scholar chair shall follow as closely as possible the intent of the charter of the [redacted] with the George Mason University Foundation, Inc. serving in the role of the Institute.

3. Should the need for an eminent scholar chair in the Urban Systems Engineering cease, or should the Urban Systems Engineering Program *cease to exist, the George Mason University Foundation, Inc. shall* then direct the Endowed Fund toward programs which, in its opinion, are most closely aligned with the Urban Systems Engineering Program in terms of providing for the development of practitioners whose function is to create, through engineering and related sciences, better living conditions in the urban and suburban environs.

4. The [redacted] may withdraw the funds donated by the institute for the chair or may direct them to another 501(c)3 organization should such funds not be used in the manner described in this agreement.

5. Funds will be invested for growth with all earnings returned to the endowment until such time as the endowment reaches $500,000 with reasonable protection of principal.

[redacted]

President
George Mason University Foundation, Inc.